



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, October 18, 2016 at 7:00 PM
City Council Chambers, Room 202

- 1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING**
- 2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
- 3. COMMUNICATIONS FROM THE MAYOR:**

3.1 Communication from Mayor Fiorentini submitting the completed parking review for the temporary relocation of Haverhill District Court to City Hall with Mr. Burke or David Van Dam available to discuss the review and answer any questions

3.2 Communication from Mayor Fiorentini submitting 2 contracts for a Power Purchase Agreement (PPA) between Omni Navitas LLC and the City of Haverhill; with net metering credits applied towards City's Northeast Load Zone Accounts

3.2.1 Related communication from Orlando Pacheco, Purchasing Director/Energy Manager

3.2.1.1 Order – authorize Mayor on behalf of City to execute and enter into Power Purchase Agreements (PPA) with Omni Navitas LLC for a canopy at the Washington av and Bradford MBTA stations

[Attachments](#)

- 4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**

4.1 Communication from Robert Ward, *Deputy DPW Director* submitting *revised* Conservation Restriction on Land Adjacent to 226 Whittier rd

4.1.1 Order – Mayor and City Council approve Conservation Restriction on parcel of land adjacent to 226 Whittier rd

4.2 Communication from Linda L Koutoulas, City Clerk announcing information regarding Early Voting for this year's state election

[Attachments](#)

- 5. UTILITY HEARING(S) AND RELATED ORDER(S)**
NO SCHEDULE

- 6. APPOINTMENTS:**

NO SCHEDULES

Confirming Appointments

Non-confirming Appointments

Resignations

- 7. PETITIONS**
NO SCHEDULE



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8. APPLICATIONS/HANDICAP PARKING SIGNS:

NO SCHEDULE

9. ONE DAY LIQUOR LICENSES:

NO SCHEDULE

10. APPLICATIONS FOR PERMIT

10.1 Application from *Lorraine Post 29 VFW* for *52nd Annual VFW Santa Parade* to be held Sunday, November 20th at 1:00; from Route 125 Bradford to Haverhill and also requests fees be waived Attachment
Application has police approval

11. TAG DAYS

NO SCHEDULE

12. ANNUAL LICENSE RENEWALS:

NO SCHEDULES

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

Bowling

Sunday Bowling

Buy & Sell Second Hand Clothing

Buy & Sell Second Hand Articles

Junk Dealer

Buy & Sell Old Gold

Pawnbroker

Limousines

Taxis

Taxi Driver License

Cristian Alarcon, 52 Moody st – new

Attachment

Chair Cars

Auctioneer

Theater

Exterior Vending Machine

Coin-Ops (Renewals)

Sunday License

Fortune Teller

HAWKER/PEDDLER

Charles Hibbert to sell Christmas trees, Kissing Balls, Wreaths, Baskets and Decorations at 298 Lincoln av; Sunday-Saturday, November 25th thru December 24th ; 9:00 am to 9:00 pm

Attachment



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13. DRAINLAYER 2016 LICENSE

13.1 Carlos Ferreira – renewal

Attachment

14. HEARINGS & RELATED ORDERS:

NO SCHEDULE

15. NEW BUSINESS/ORDERS:

15.1 Order – Authorize payment of bills of previous years and to further authorize payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Merrimack Valley Planning Commission	\$6,428.75	Law Dept
Unibank	888.00	Treasurer
Invoice Cloud	310.50	Treasurer
North of Boston Media Group (2)	303.87	Mayor
Career Resources Corporation	207.90	Mayor
Ready Refresh	11.45	Mayor
CoStar	322.18	Planning
Grainger (2)	31.01	Library
WB Mason	127.40	School Dept

15.2 Order – City appropriate \$15,000 increasing Fiscal Year 2017 Health/Inspection Expenses funds to come from local receipts – Abandoned Property Fee; for the board up of a vacant property at 21 Pentucket st and the tear down of the garage at 448-450 Water st

15.3 Order – Authorize Mayor to execute a Grant of Easement to Massachusetts Electric Co relative to provision of electric and intelligence transmission to 500 Primrose st

15.3.1 Related communication from William Cox, *City Solicitor*

Attachments

16. ORDINANCES (FILE 10 DAYS):

16.1 Ordinance re: Vehicles and Traffic, for No Parking along frontage of 119 So Elm st to improve line of sight

File 10 days

17. UNFINISHED BUSINESS:

17.1 **Document 15-K**; Communication from Robert Ward, *Deputy DPW Director* submitting a *Loan Order* to fund *Sewer Extension* along Lake st and replace a section of sewer along Water st; and also a *Schedule of Sewer Assessments* for assessing part of the project cost of the Lake st Sewer extension

17.1.1 **Document 15-KK**; Loan Order - \$343,444.00 appropriated to pay costs of planning, engineering and constructing sewer extension along Lake st and pay costs of sewer system repairs on Water st

Filed October 5 2016

17.1.2 **Document 101**; Order and Schedule of Sewer Assessments – Lake st

Items continued from October 4 2016

Attachments



CITY OF HAVERHILL CITY COUNCIL AGENDA

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UNFINISHED BUSINESS continued:

- 17.2 Document 20-J: Ordinance re: Parking – Establish Handicap Parking 13 ½ Grove st
Filed October 5 2016

[Attachments](#)

18. MONTHLY REPORTS

NO SCHEDULE

19. COMMUNICATION FROM COUNCILLORS

NO SCHEDULE

20. RESOLUTIONS AND PROCLAMATIONS

- 20.1 Proclamation – *Keeping the Lights on After School*, October 22nd 2016

[Attachment](#)

21. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 21.1 Chairperson, Melinda Barrett submits minutes of the *Citizen Outreach Committee* meeting held
October 12 2016

[Attachment](#)

22. DOCUMENTS REFERRED TO COMMITTEE STUDY

23. ADJOURN

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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FOUR SUMMER STREET
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3,1

October 13, 2016

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Parking Recommendations for Temporary Relocation of Haverhill District Court

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find the completed parking review for the temporary relocation of Haverhill District Court to City Hall.

Mr. Burke or David Van Dam will be available to discuss the review and answer any of your questions.

Very truly yours,

James J. Fiorentini, Mayor

JJF/bsa



John M. Burke, PE, CAPP
Independent Consulting
Parking, Transit & Downtown Development

September 29, 2016

Michael Stankovich
Director of Public Works
500 Primrose Street
Haverhill, MA 01830-2660

RE: Temporary Relocation of Haverhill District Court to City Hall
Parking Recommendations

Dear Mike:

I have completed a parking review of the planned relocation of the Haverhill District Court's Civil Division to Haverhill City Hall while the Court is being renovated. My understanding is that the temporary relocation will begin January 2017 and be completed in approximately 12 months. The parking review and subsequent recommendations were based on the following data/information gathering efforts:

1. a meeting with the City Assessor to identify public and private parking lots in the immediate vicinity of City Hall that could accommodate the Court's temporary parking needs during the relocation period;
2. a field review of the location and use of these public and private lots and of nearby on-street parking that could also be used; and
3. communications with the Clerk Magistrate of the District Court to obtain the number of projected weekday employees and visitors to the Court's Civil Division.

The results of this data and information gathering effort along with my recommendations are provided below.

Off-Street Parking Lots in Close Proximity to Haverhill City Hall

The private and public parking lots located in and around Haverhill City Hall and listed below were identified for potential use to accommodate the District Court's temporary parking need. The utilization of these lots, which was observed on Friday, 7/29/16 between 1:30 p.m. and 3:00 p.m. and on Tuesday, 9/27/16 between 2:30 p.m. and 4:00 p.m., is provided below.

Haverhill City Hall Lot (137 spaces) – access from Main Street and Newcomb Street - 88 spaces in main lot, 33 spaces on north & east side; 11 head-in spaces off Newcomb Street & 5 handicapped spaces off Main Street. – approx. **80%** occupied on 7/29 and **88%** on 9/27.

Future Haverhill Housing Authority Lot (7 spaces) - access from Newcomb Street - 71% occupied on 7/29 and 100% on 9/27.

Elks Club Lot (approx. 14 spaces) – access from Newcomb Street – approx. 22% occupied on 7/29 and 71% on 9/27.

Armenian Church Lot (36 spaces) - access from Main Street – only 1 car parked on 7/29 and 1 car parked on 9/27.

YMCA Main Lot (36 spaces) - access from Portland Street – approx. 33% occupied on 7/29 and 22% on 9/27.

YMCA Lot #2 (25 spaces) - access from Newell and Portland Streets – only 1 car parked on 7/29 and 1 car parked on 9/27.

Dollar Valley Plaza Lot (70 spaces) - First 3 rows of surface parking between Brookridge Community Church and Dollar Valley Plaza – Access from Main Street – approx. 20% occupied on 7/29 and 10% on 9/27.

First Baptist Church Lot - Front Lot (31 spaces) - access from Main Street/Arlington Street – empty on 7/29 and 12.9% occupied on 9/27.

First Baptist Church Lot - Rear Lot (44 spaces) - access from Cherry Street – approx. 20% occupied on 7/29 and empty on 9/27.

Whittier Pavilion Lot (111 spaces) - access from Summer Street – approx. 33% occupied on 7/29 and 36% occupied on 9/27.

Haverhill Public Library Lot (82 spaces) - access from Stage St. - approx. 60% occupied on 7/29 and 55% occupied on 9/27.

On-Street Parking in Close Proximity to City Hall

On-street public parking spaces located in and around Haverhill City Hall and listed below were identified for potential use to accommodate the District Court's temporary parking need. Only streets that would not significantly impact residential parking were considered for use. The number of parking spaces and approximate percentage use on the day of the field reviews is provided below.

Main Street - White St. to Winter St. - west side – (21 lined spaces) - approx. 50% occupied on 7/29 and 33% on 9/27.

Cherry Street - Main St. to Newcomb St. - south side - (10 spaces) - 40% occupied on both 7/29 and 9/27.

Summer Street - Main St. to Bartlett Ave. - north side - (14 spaces) - approx. 50% occupied on 7/29 and 43% on 9/27.

Summer Street - Main St. to Bartlett Ave. - south side - (16 spaces) - approx. **50%** occupied on 7/29 and **71%** on 9/27.

Portland Street - Winter St. to YMCA Lot - west side (10 spaces) - approx. **50%** occupied on 7/29 and **60%** on 9/27.

Portland Street - Winter St. to YMCA Lot - east side (10 spaces) – approx. **40%** occupied on 7/29 and **50%** on 9/27.

Haverhill District Court – Civil Division Temporary Parking Needs

Doris Stanziani, Clerk Magistrate of the District Court, provided an estimate of the parking needs for the temporary relocation of the Court's Civil Division to City Hall as follows:

Visitors

Total number of projected non-employee visitors to City Hall during court hours (8:30 a.m. to 5:00 p.m.):

25 to 50 Mondays, Tuesdays, Wednesdays and Fridays
Up to 100 (max) Thursdays

The maximum number of visitors occur between the hours of 8:30 a.m. and 1:30 p.m., after which, the numbers drop off sharply until closing at 5:00 p.m. Many of these visitors are currently dropped-off by car, take transit, or walk to the Court.

Employees

A total of 22 employee parking spaces is required for the District Court relocation to City Hall as follows:

Judges Lobby

1. Judge

Clerk's Office

1. Clerk Magistrate
2. Assistant Clerk Magistrate
3. Operations Supervisor
4. Office Staffer
5. Office Staffer
6. Office Staffer
7. Advocate

Probation Office

1. Chief Probation Officer

2. Assistant Chief Probation Officer
3. Office Manager
4. Office Staffer
5. Office Staffer
6. Probation Officer
7. Probation Officer
8. Probation Officer
9. Probation Officer
10. Probation Officer

Maintenance

1. Maintenance worker

Law Enforcement: Court Officers, Security and Police Liaison

1. Officer
2. Officer
3. Officer

The Clerk Magistrate requested the City consider providing the employee spaces as close as possible to City Hall. She understood though, that currently, the City Hall Parking Lot approaches capacity conditions and providing all 22 spaces in the lot was unlikely. She provided a priority list of Court employees for parking closest to City Hall. The top seven (7) priority staff positions for parking in closest proximity to City Hall are as follows:

1. Judge
2. Clerk Magistrate
3. Chief Probation Officer
4. Assistant Clerk Magistrate
5. Assistant Chief Probation Officer
6. Operations Supervisor (Clerk's Office)
7. Office Manager (Probation Office)

Recommendations

The recommended parking strategies are provided below and depicted on the attached plan.

1. **Post and enforce the City Hall Parking Lot for a 1-hour parking limit and issue parking permit stickers to City Hall employees.** This action will prevent District Court visitors and employees who typically park longer than 1-hour from using high-demand City Hall spaces. As previously noted, the City Hall Lot often approaches capacity conditions on weekdays currently and therefore cannot accommodate the Court's temporary parking needs without displacing current parkers.
2. **Secure Shared Parking Lot Agreement(s) for 22 District Court employees.** The closest available large-scale parking lot that would accommodate all of these employees would be the Armenian Church Lot (36 spaces). This lot is located directly across Main

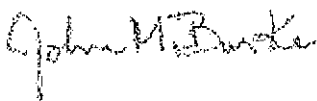
Street from City Hall and is served by a cross-walk. The overflow YMCA lot, which is next to the Armenian Church Lot, would be the next closest large-scale parking lot followed by the First Baptist Church lots. Alternatively, the Elks Club Lot (approx. 10 spaces) and future Haverhill Housing Authority Lot (7 spaces), which are even closer than the Armenian Church and overflow YMCA lots, could also be considered to accommodate at least some of the Court employees. These two small lots could provide the type of "priority" parking for the key Court employees previously listed. All employee parking would be "Reserved" by sign posting.

3. **Secure Shared Parking Lot Agreement(s) for District Court weekday visitors.** These lot(s) can be further away from City Hall than the employee lots but should still be located within a short walk of City Hall. Such lots could include the First Baptist Church Lots (44 spaces in rear/31 in front); Dollar Valley Plaza Lot (70 spaces); YMCA Lots (36 and 25 spaces); and others. Lot entrances would need to be posted for reserved parking for this use or, if only a portion of lot spaces can be secured, then those spaces could be reserved by signs and/or pavement markings.
4. **Stripe and sign (to current time limits) on-street parking spaces on east side of Main Street between White and Winter Streets and on both sides of Summer Street between Main Street and Bartlett Avenue.** The lack of parking signage on these streets makes it very difficult for would-be parkers to discern whether certain curb space is lawful parking or not, or whether spaces have time limits or not. Striping and signing these spaces should increase use of these convenient spaces to City Hall.
5. **Create and enforce a 100-foot, 15-minute loading zone on Summer Street in front of City Hall for District Court Visitors.** The drop-off/pick-up zone will provide a convenient way to arrive and depart Court and be an incentive for visitors to leave their cars at home. This can be effectively marketed/promoted by the City and District Court.
6. **Modify the District Court website to identify and encourage use of the parking lots that are secured as well as the drop-off/pick-up zones available to visitors.** A link to the regional transit authority's bus schedules serving downtown could also be provided.

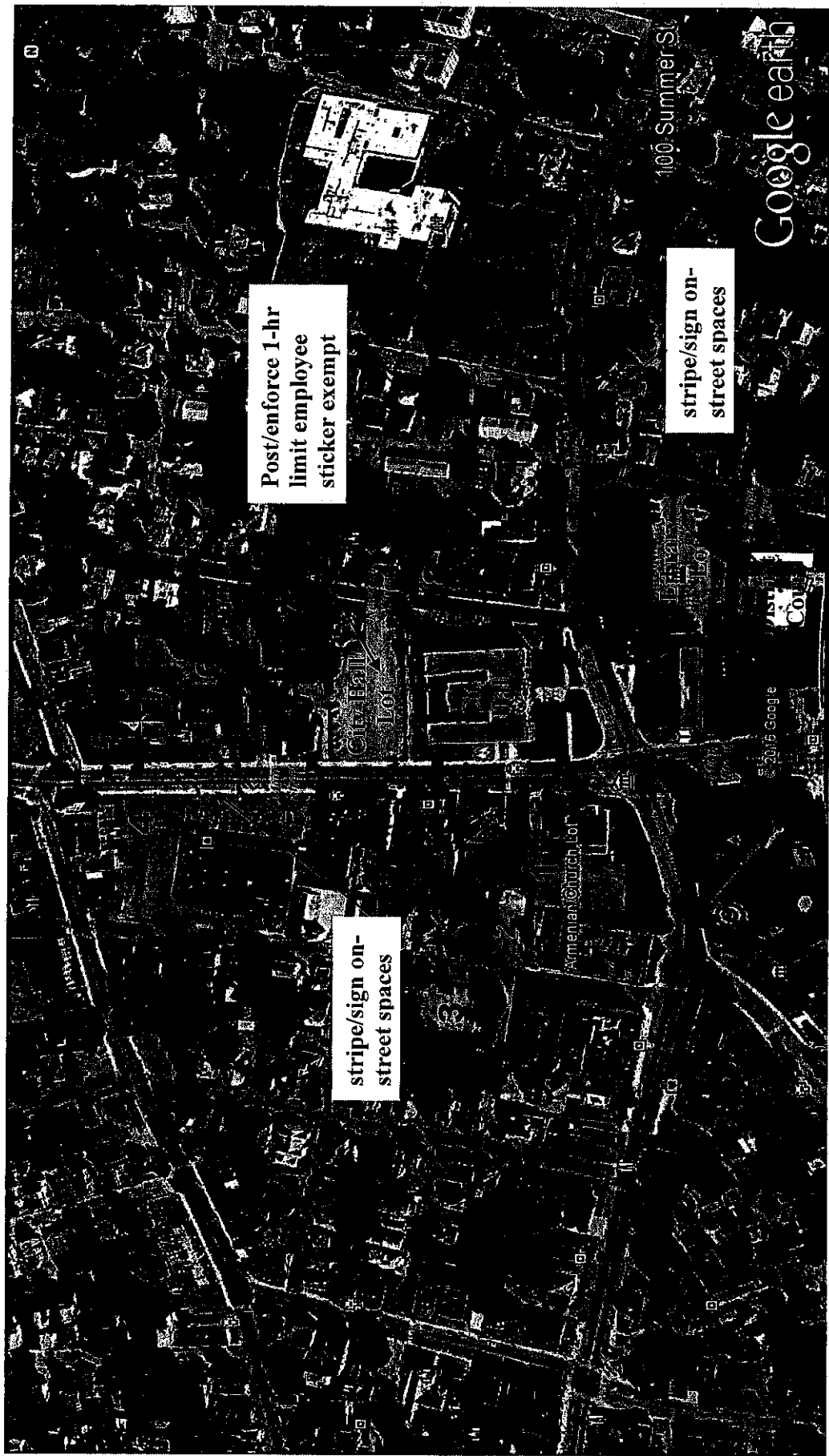
Due to the close proximity of the Public Library to City Hall, the Library Lot may need to be posted 2-hour parking with parking stickers provided to library employees to prevent Court visitors from parking there. This could be done at the same time the City Hall lot is posted or it could be monitored at the start of the Court relocation to see if it becomes a problem.

I would be happy to meet with you to discuss these recommendations and answer any questions you may have.

Sincerely,



John M. Burke, CAPP
Parking, Transit & Downtown Development Consultant



PARKING LOT KEY

1. Armenian Church Lot – 36 spaces
2. YMCA Overflow Lot – 25 spaces
3. YMCA Main Lot – 36 spaces
4. Dollar Valley Plaza Lot – 70 spaces
5. Baptist Church Lot (front) – 31 spaces
6. Baptist Church Lot (rear) – 44 spaces
7. Housing Authority Lot – 7 spaces
8. Elks Club Lot – 10 spaces
9. Whittier Pavilion Lot – 111 spaces



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
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3.2

October 13, 2016

City Council President John A. Michitson and Members of the Haverhill City Council

RE: Power Purchase Agreement with Omni Navitas LLC

Dear Mr. President and Members of the Haverhill City Council:

Attached please find a letter of recommendation from the City of Haverhill's Energy Manager, Orlando Pacheco, and two (2) contracts for a Power Purchase Agreement (PPA) between Omni Navitas LLC and the City of Haverhill. The projects entail parking canopies which will be located in Haverhill at both the Washington Ave. and Bradford MBTA stations. The net metering credits will be applied towards the City's Northeast Load Zone Accounts.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/bsa



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

3.2.1

October 14, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

Attached is the Power Purchase Agreement(s) (PPA's) between Omni Navitas LLC and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 13 cents per KWH. The price will remain flat for the 20 year period of the contract; this will result in greater savings if the price of electricity increases.

The credits will be applied towards the City's Northeast Load Zone Accounts. The project(s) in which the city will be purchasing from are located in Haverhill, MA at both the Washington Ave. and Bradford MBTA stations. The projects are parking canopy projects.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant.

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

3.2.1.1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to execute and enter into a Power Purchase Agreement (PPA) with Omni Navitas LLC for a canopy at the Washington Avenue and Bradford MBTA stations, and, for copies of which are attached hereto and incorporated herein.

**GENERAL TERMS AND CONDITIONS OF
NET METERING CREDIT PURCHASE AGREEMENT**

These General Terms and Conditions ("General Conditions") are dated as of ____th day of ____, 2016 and are witnessed and acknowledged by Omni Navitas MAP-ES-MA, LLC, LLC ("Omni" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between Omni and Purchaser or between their respective affiliates. Except to the extent Omni or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon Omni or Purchaser.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means the Net Metering Credit Purchase Agreement.

"Allocated Percentage" means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 3 of the Special Conditions.

"Annual kWh Cap" means the maximum amount of kWhs of Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 3 of the Special Conditions.

"Anticipated Commercial Operation Date" has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of

debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).

"Confidential Information" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as "confidential" by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Solar Energy Facility, the identity of the Parties, the utility account and other information set forth in [exhibits or Schedules], or the Term of the Agreement.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Effective Date" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Host Customer” means Purchaser and shall have the meaning given this term in the Net Metering Rules.

“Indemnified Persons” means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 of the Special Conditions.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Net Metered Production” means the amount of energy delivered to the Local Electric Utility generated by the System.

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a Solar System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

“Net Metering Program Cancellation” means there is a change in law or in the Net Metering Rules (including by final or otherwise binding administration or interpretation thereof by the Massachusetts Department of Public Utilities or other Governmental Authority) that results in (i) Purchaser being unable or ineligible to receive the Net Metering Credits associated with the Allocated Percentage of the Net Metered Production generated by the Solar Energy Facility, or (ii) makes the System ineligible to generate Net Metered Production.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Solar System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

“Net Metering Rules” means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

“Party” or “Parties” has the meaning set forth in the preamble to the Net Metering Credit Purchase Agreement.

“Payment” has the meaning set forth in Section 6.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” has the meaning set forth in Section 2.1.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions (if any) and all other solar or renewable energy subsidies and incentives.

“Net Metering Credit Purchase Agreement” means the Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.

“Special Conditions” means the Net Metering Credit Purchase Agreement, excluding these General Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions that generates electricity.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and

until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the substantial deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

2.3 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises.

(a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Provider to construct the System on the Premises.

(c) Provider has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(e) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

(f) Purchaser does not have in its own name, a separately metered account with the Local Utility with respect to the Premises. If required, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at such Premises.

(g) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

2.4 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to materially adversely affect the economics of the installation for Purchaser.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) "Commercial Operation" shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. There will be a separate meter installed and maintained by the Local Electric Utility, which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the meter.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of Allocated Percentage multiplied by the Net Metered Production generated by the System during each relevant month of the Term; provided; however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 of the Special Conditions. The Estimated Annual Net Metered Production is also set forth in Schedule 4 of the Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Purchaser shall be the Allocated Percentage of the Estimated Annual Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the

installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z) as may be amended from time to time. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by the Allocated Percentage; provided however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Host Customer of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

- (a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System,
- (b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- (e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

- (a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably needed in order for Provider to calculate the Provider Credit and/or Purchaser Credit in accordance with Section 6.6.
- (b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules.
- (c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but no more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force

Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction); (vi) action or inaction by the Local Electric Utility or System Regional Operator which causes the Provider to curtail operation of the System. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default");

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default");

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement, and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Purchaser shall use reasonable efforts to mitigate its damages.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Notwithstanding the foregoing in Section 12.1 the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider may sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein to a single purpose entity created to construct, operate and/or manage the Providers interests herein without consent of the Purchaser, or to any other party or entity with the prior written consent of Purchaser, which shall not be unreasonably withheld. Notwithstanding the above, Provider may assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the Solar System.

Upon any assignment, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee shall be subject to the provisions of this Section 13.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as

personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. Except as provided in this Section 15.1, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

The Parties acknowledge that if the Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), then the Buyer's obligations under MPRL supersede its obligations, if any, under this Section 15.1.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, and only to the extent permitted by applicable law and appropriation, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1(g) (Provider Covenant), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable

Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. Subject to the provisions of Section 13 above, this Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. For the avoidance of doubt, neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"PROVIDER": "Omni": Omni Navitas MAP-ES-MA, LLC

By: _____

Name: _____

Title: _____

Date: _____

"PURCHASER": CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: James J. Fiorentini

Title: Mayor

Date: _____

Exhibit A
General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The

Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

NET METERING CREDIT PURCHASE AGREEMENT
SPECIAL CONDITIONS

This Net Metering Credit Purchase Agreement ("Agreement") is made and entered into as of this ____th day of _____, 20__ (the "Effective Date"), between Omni Navitas MAP-ES-MA, LLC, a Massachusetts limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties".

WITNESSETH:

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a net metering facility and will generate Net Metering Credits;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 3 hereof) of the Net Metered Production to be generated by the System and to serve as Host Customer of the System, and Provider is willing to sell such Allocated Percentage of the Net Metered Production to be generated by the System to Purchaser as Host Customer under certain terms of this Agreement;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Net Metering Credit Purchase Agreement dated as of even date hereof ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Net Metering Credit Purchase Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein as if set forth in their entirety. IN ADDITION,

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

1. the terms and conditions of the General Conditions, the following provisions shall also apply:
2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production

Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

OMNI NAVITAS HOLDINGS, LLC

CITY OF HAVERHILL

By:

By: _____
 Name: James J. Fiorentini
 Title: Mayor
 Date

By: _____
 Name:
 Title:
 Date:

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	Bradford Station, 10 Railroad Avenue, Haverhill, MA.
Premises is Owned or Controlled by:	Provider
Purchaser is to be the Host Customer with respect to the Premises:	Yes
Solar System Size:	825,800 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)
Scope:	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
Module:	Q. Plus L-G4 335 W (DC) (Hanwha Q cells) or equivalent
Inverter:	Huawei Sun 2000-30KTL-US
Performance Guarantee:	Eighty Five Percent (85%) of Estimated Annual Production
Construction Start Date:	365 days from Effective Date
Anticipated Commercial Operation Date:	545 days from Effective Date

II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.13/kWh ("kWh Rate"), increasing by zero percent (0%) on each anniversary of the Commercial Operation Date.

III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: 1,030,000 kWh

Allocated Percentage: 100%

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Net Metered Production	Year of System Term	Estimated Net Metered Production
1	1,030,000	11	979,643
2	1,024,850	12	975,745
3	1,019,726	13	969,871
4	1,014,627	14	965,022
5	1,009,554	15	960,197
6	1,004,506	16	955,396
7	999,484	17	950,619
8	994,486	18	945,866
9	989,514	19	941,137
10	984,566	20	936,431

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of Haverhill
Attn: Office of the Mayor
4 Summer St.
Haverhill, MA 01830
(978) 374-2300

Provider:

Omni Navitas MAP-ES-MA, LLC
Attn: Jim McAuliffe
75 Central Street, 3rd floor
Boston, MA 02109
(617) 413-1884

With a copy to

Omni Navitas MAP-ES-MA, LLC, General
Counsel
Glenn Frank
75 Central Street, 3rd floor
Boston, MA 02109
(774) 269-2564

Financing Party:

[To be provided by Provider]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

**GENERAL TERMS AND CONDITIONS OF
NET METERING CREDIT PURCHASE AGREEMENT**

These General Terms and Conditions ("General Conditions") are dated as of ____th day of ____, 2016 and are witnessed and acknowledged by Omni Navitas MAP –ES_ MA, LLC ("Omni" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between Omni and Purchaser or between their respective affiliates. Except to the extent Omni or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon Omni or Purchaser.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means the Net Metering Credit Purchase Agreement.

"Allocated Percentage" means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 3 of the Special Conditions.

"Annual kWh Cap" means the maximum amount of kWhs of Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 3 of the Special Conditions.

"Anticipated Commercial Operation Date" has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of

debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).

"Confidential Information" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as "confidential" by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Solar Energy Facility, the identity of the Parties, the utility account and other information set forth in [exhibits or Schedules], or the Term of the Agreement.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Effective Date" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Host Customer" means Purchaser and shall have the meaning given this term in the Net Metering Rules.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"Initial Term" has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"kWh Rate" means the price per kWh set forth in Schedule 2 of the Special Conditions.

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Net Metered Production" means the amount of energy delivered to the Local Electric Utility generated by the System.

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a Solar System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

"Net Metering Program Cancellation" means there is a change in law or in the Net Metering Rules (including by final or otherwise binding administration or interpretation thereof by the Massachusetts Department of Public Utilities or other Governmental Authority) that results in (i) Purchaser being unable or ineligible to receive the Net Metering Credits associated with the Allocated Percentage of the Net Metered Production generated by the Solar Energy Facility, or (ii) makes the System ineligible to generate Net Metered Production.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Solar System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Net Metering Rules" means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

"Party" or "Parties" has the meaning set forth in the preamble to the Net Metering Credit Purchase Agreement.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” has the meaning set forth in Section 2.1.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions (if any) and all other solar or renewable energy subsidies and incentives.

“Net Metering Credit Purchase Agreement” means the Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.

“Special Conditions” means the Net Metering Credit Purchase Agreement, excluding these General Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions that generates electricity.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and

until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the substantial deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

2.3 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises.

(a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Provider to construct the System on the Premises.

(c) Provider has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(e) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

(f) Purchaser does not have in its own name, a separately metered account with the Local Utility with respect to the Premises. If required, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at such Premises.

(g) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

2.4 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to materially adversely affect the economics of the installation for Purchaser.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) "Commercial Operation" shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. There will be a separate meter installed and maintained by the Local Electric Utility, which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the meter.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of Allocated Percentage multiplied by the Net Metered Production generated by the System during each relevant month of the Term; provided; however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 of the Special Conditions. The Estimated Annual Net Metered Production is also set forth in Schedule 4 of the Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Purchaser shall be the Allocated Percentage of the Estimated Annual Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the

installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z) as may be amended from time to time. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by the Allocated Percentage; provided however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Host Customer of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

- (a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System,
- (b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- (e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

- (a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably needed in order for Provider to calculate the Provider Credit and/or Purchaser Credit in accordance with Section 6.6.
- (b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules.
- (c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but no more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force

Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction); (vi) action or inaction by the Local Electric Utility or System Regional Operator which causes the Provider to curtail operation of the System. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement, and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Purchaser shall use reasonable efforts to mitigate its damages.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Notwithstanding the foregoing in Section 12.1 the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider may sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein to a single purpose entity created to construct, operate and/or manage the Providers interests herein without consent of the Purchaser, or to any other party or entity with the prior written consent of Purchaser, which shall not be unreasonably withheld. Notwithstanding the above, Provider may assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the Solar System.

Upon any assignment, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee shall be subject to the provisions of this Section 13.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as

personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. Except as provided in this Section 15.1, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

The Parties acknowledge that if the Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), then the Buyer's obligations under MPRL supersede its obligations, if any, under this Section 15.1.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, and only to the extent permitted by applicable law and appropriation, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1(g) (Provider Covenant), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable

Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. Subject to the provisions of Section 13 above, this Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. For the avoidance of doubt, neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“PROVIDER”: “Omni”: Omni Navitas Holdings, LLC

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”: CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: James J. Fiorentini

Title: Mayor

Date: _____

Exhibit A
General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The

Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

NET METERING CREDIT PURCHASE AGREEMENT
SPECIAL CONDITIONS

This Net Metering Credit Purchase Agreement ("Agreement") is made and entered into as of this ____th day of _____, 20__ (the "Effective Date"), between Omni Navitas MAP-ES-MA, LLC, a Massachusetts limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties".

WITNESSETH:

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a net metering facility and will generate Net Metering Credits;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 3 hereof) of the Net Metered Production to be generated by the System and to serve as Host Customer of the System, and Provider is willing to sell such Allocated Percentage of the Net Metered Production to be generated by the System to Purchaser as Host Customer under certain terms of this Agreement;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Net Metering Credit Purchase Agreement dated as of even date hereof ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Net Metering Credit Purchase Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein as if set forth in their entirety. IN ADDITION,

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

1. the terms and conditions of the General Conditions, the following provisions shall also apply:
2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production

Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

OMNI NAVITAS MAP-ES-MA, LLC

CITY OF HAVERHILL

By:

By: _____
 Name: James J. Fiorentini
 Title: Mayor
 Date

By: _____
 Name:
 Title:
 Date:

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	Haverhill Station, 1 Washington Avenue, Haverhill, MA.
Premises is Owned or Controlled by:	Provider
Purchaser is to be the Host Customer with respect to the Premises:	Yes
Solar System Size:	584.9 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)
Scope:	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
Module:	Q. Plus L-G4 335 W (DC) (Hanwha Q cells) or equivalent
Inverter:	Huawei Sun 2000-30KTL-US
Performance Guarantee:	Eighty Five Percent (85%) of Estimated Annual Production
Construction Start Date:	365 days from Effective Date
Anticipated Commercial Operation Date:	545 days from Effective Date

II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.13/kWh ("kWh Rate"), increasing by zero percent (0%) on each anniversary of the Commercial Operation Date.

III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: 1,030,000 kWh

Allocated Percentage: 100%

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Net Metered Production	Year of System Term	Estimated Net Metered Production
1	730,000	11	694,310
2	726,350	12	690,839
3	722,718	13	687,385
4	719,105	14	683,948
5	715,509	15	680,528
6	711,932	16	677,125
7	708,372	17	673,740
8	704,830	18	670,371
9	701,306	19	667,019
10	697,799	20	663,684

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of Haverhill
Attn: Office of the Mayor
4 Summer St.
Haverhill, MA 01830
(978) 374-2300

Provider:

Omni Navitas MAP-ES-MA, LLC
Attn: Jim McAuliffe
75 Central Street, 3rd floor
Boston, MA 02109
(617) 413-1884

With a copy to

Omni Navitas MAP ES-MA,LLC General
Counsel
Glenn Frank
75 Central Street, 3rd floor
Boston, MA 02109
(774) 269-2564

Financing Party:

[To be provided by Provider]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.



Haverhill

Robert E. Ward, Deputy DPW Director
Water/Wastewater Division
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillwater.com

October 13, 2016

411

To: John A. Michitson, President
and Members of the City Council

From: Robert E. Ward *REW*
Deputy DPW Director

Subject: Revised Conservation Restriction on Land Adjacent to 226 Whittier Road

Enclosed for City Council approval is an Order to approve and grant the revised Conservation Restriction (CR) to a parcel of land adjacent to 226 Whittier Road (Map 464, Block 2, Lot 2) to Essex County Greenbelt Association (ECGA).

On September 8, 2015, the City Council approved an Order to authorize the Water Department to purchase this parcel for the purpose of drinking water supply protection and conservation. The Order also approved the original conservation restriction.

Subsequent to the September 2015 approval, minor modifications were made to the CR that, in the opinion of the City Solicitor, should be approved by City Council. The changes between the original and the final CR fall into the following categories:

- Paragraphs that were moved in order to mirror the paragraph order of the Executive Office of Energy and Environmental Affairs (EEA) August 2016 Model CR;
- Paragraphs that were split to comply with EEA requirements (e.g., Vegetation Management and Forestry are now 2 separate paragraphs in the Reserved Rights);
- Minor clarifying edits, such as official name of Grantor, DEP-requested edits, language tweaks required by new EEA CR Model; and
- Additions to Reserved Rights: "composting" (EEA suggestion) and "Public Drinking Water Supplies" (requested by Haverhill Water Division).

The revised CR is enclosed.

Please note the CR also needs to be signed by each City Council member. The closing for the purchase is scheduled for October 21st. I will be attending the City Council meeting to answer questions. If you need additional information, please call me at (978) 374-2383.

Enclosure(s)

Cc: The Honorable James J. Fiorentini
Mayor of Haverhill
William D. Cox, Jr., City Solicitor
Michael Stankovich, Director of Public Works
John D'Aoust, WTP Plant Manager
Vanessa K. Johnson-Hall, ECGA



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor and City Council hereby approve the foregoing Conservation Restriction on a 33.4 +/- acre unique parcel of land adjacent to 226 Whittier Road, Haverhill, MA (Assessor's Map 464, Block 2, Lot 2 and more specifically shown as "Lot 1" on a plan of land entitled "Plan of Land located at 226 Whittier Road in Haverhill, MA prepared for Richard Seaver et al" dated January 13, 2015 and prepared by County Land Surveys, Inc.), to the Essex County Greenbelt Association, Inc., a copy of which is attached hereto and incorporated herein, for the preservation of the natural resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

4.1.1

112-B



DOCUMENT 112-B

CITY OF HAVERHILL

In Municipal Council September 8 2015

ORDERED:

That the City of Haverhill Water Department being and is hereby authorized on behalf of the City of Haverhill, as authorized under M.G.L. c.40, §39A, to purchase, hold and manage a 33.4 +/- acre unique parcel of land adjacent to 226 Whittier Road, Haverhill, MA (Assessor's Map 464, Block 2, Lot 2 and more specifically shown as "Lot 1" on a plan of land entitled "Plan of Land located at 226 Whittier Road in Haverhill, MA prepared for Richard Seaver et al" dated January 13, 2015 and prepared by County Land Surveys, Inc.), from Arnold Ayer Seaver, for the sum of \$200,000, for the purposes of water supply protection and land conservation under M.G.L. c. 40, § 38, 39B, 41 and 15B, and Article 97 of the Amendments to the Massachusetts Constitution.

The City of Haverhill Water Department, City Council, and the Mayor being and are hereby authorized to execute any and all other documents as required to complete said purchase and comply with all of the terms of sale.

Also, that the City of Haverhill Water Department being and is hereby authorized to utilize funds as appropriated by City Council in the FY2016 Water Fund as the means to fund the acquisition of the parcel.

Also, that the City of Haverhill Water Department, the City Council and the Mayor being and are hereby authorized to seek and accept funding under the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs, Drinking Water Supply Protection grant program, Chapter 312 of the Acts of 2008, § 2A, 2200-7017, and enter into any contracts for the acquisition of the parcel.

That the Mayor and City Council hereby approve a Conservation Restriction to the Essex County Greenbelt Association, Inc., a copy of which is attached hereto and incorporated herein, for the preservation of the above natural resources of the City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

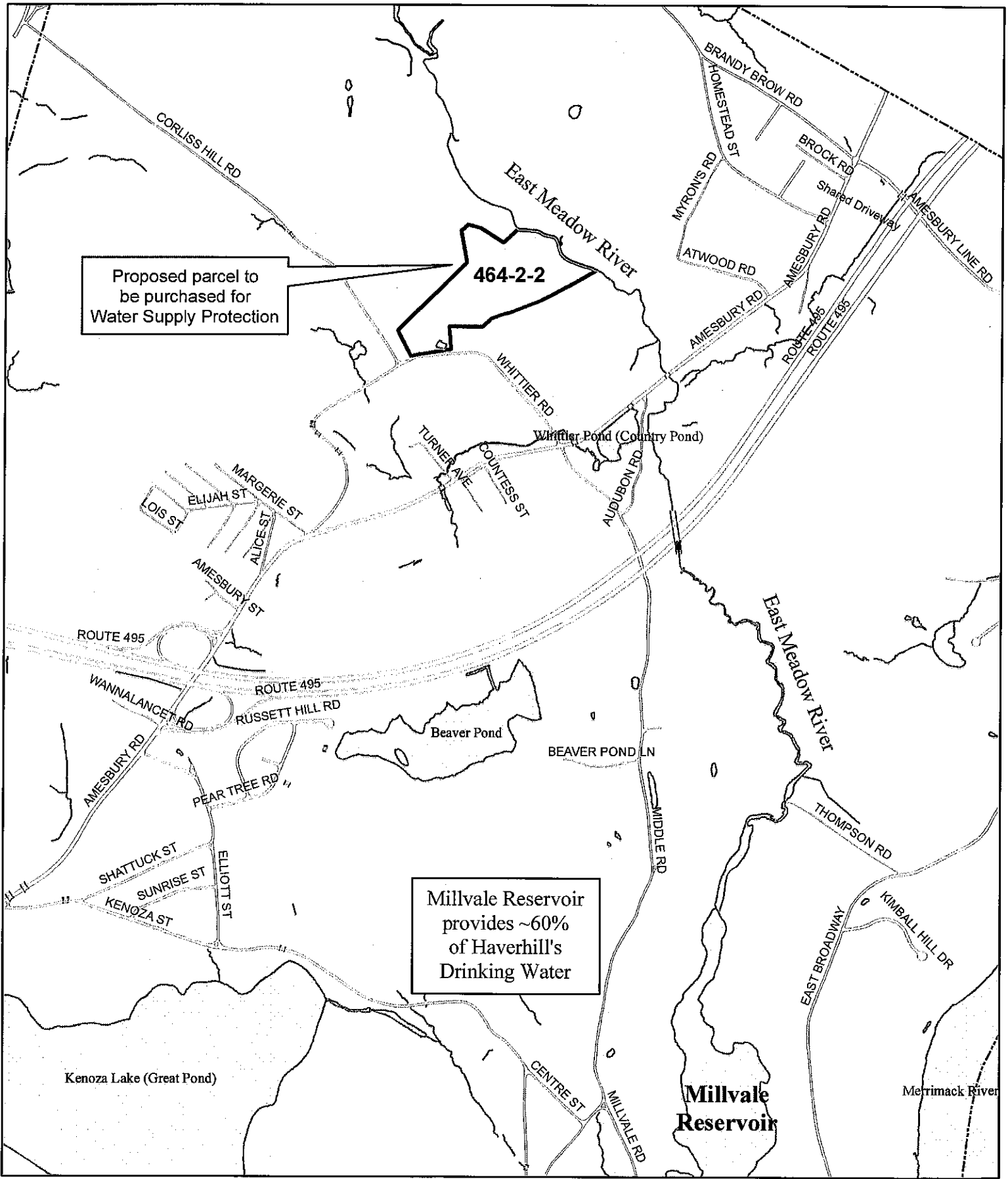
PASSED

Attest:

City Clerk

APPROVED:

Mayor



Grantor: City of Haverhill, Dept. of Public Works, Water Division
Grantee: Essex County Greenbelt Association, Inc.
Property Address: 226 Whittier Road, Haverhill, MA
Title Reference: Essex South District Registry of Deeds Book Page

CONSERVATION RESTRICTION

The undersigned, City of Haverhill, a municipality organized under the laws of the Commonwealth of Massachusetts with its usual place of business located at 4 Summer Street, Haverhill, Massachusetts 01830, acting by and through its City Council, acting as the Board of Water Commissioners for the City of Haverhill, Department of Public Works, Water Division by authority of M.G.L. 40 Section 41, its permitted successors and assigns, (hereinafter "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, and its permitted successors and permitted assigns (hereinafter "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land (the "Premises") located in the City of Haverhill, Essex County, Massachusetts containing approximately 33.4 acres, as shown "Lot 1" on a plan of land entitled "Plan of Land Located at 226 Whittier Road in Haverhill, MA prepared for Richard Seaver et al" dated January 14, 2015, by County Land Surveys, Inc., and recorded at the Essex South District Registry of Deeds in Plan Book ____, Plan No. ____ (the "Plan"), a copy of which is attached hereto as Exhibit A.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law (hereinafter "Restriction" or "Conservation Restriction"). The purposes of this Conservation Restriction are to assure that the Premises will be retained in its current natural, scenic and undeveloped condition in perpetuity for conservation purposes in perpetuity and to prevent any use of the Premises that will materially impair or interfere with the conservation values of the Premises (hereinafter, collectively the "purposes" or "conservation values"). The protected conservation values and the public benefits resulting from the protection of the Premises include the following, without limitation:

A. The Grantor and the Grantee recognize the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special rural, forested, and natural character of the region in which the Premises is located and have the common purpose of conserving the natural values of the Premises for this generation and future generations; and

B. Open Space. The Premises provides significant scenic and ecological value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses; and

C. Watershed. More than 1,000 feet of the East Meadow River flows through the property to the Millvale Reservoir, which supplies approximately 70% of the City's water, and the Premises contains at least 10 acres of associated wetlands and riparian areas; the Premises is also within an area mapped by the Massachusetts Dept. of Environmental Protection as a Surface / Public Water Supply Watershed, and within an area designated a "Potable Waters Supply Watershed" by the City of Haverhill; as such, this Restriction furthers the preservation of these significant surface and groundwater resources within, around and downstream of the Premises and it is the intent of this Restriction to further the protection of these water resources; and

D. Scenic and Historic Resources. The Premises is part of a highly scenic landscape visible to members of the general public from Whittier Road, a well-traveled public way; further, the Premises is across the street from poet John Greenleaf Whittier 17th century Birthplace, which is preserved and managed for historic preservation, therefore this Restriction helps further the preservation of the historic character of this area; and

E. Adjacent Protected Lands. The Premises connects to over 450 acres of lands being managed by the City of Haverhill as watershed lands for the Millvale Reservoir (457.10 acres according to 2011 Forest Management Plan for City of Haverhill). The Premises shares over 3,400 feet of boundary with City of Haverhill Water Supply lands, and its protection will further secure the ecological integrity and robust landscape connectivity of this area; and

F. Wildlife Resources. Over 95% of the subject property is mapped as Priority and Estimated Habitat for Rare Species by the Natural Heritage Endangered Species Program, and as Core Habitat for Species of Conservation Concern in the BioMap 2 report. Blandings Turtle, a Threatened Species, is known to exist north of Brandy Brow Rd, in close proximity to the property. In addition to its significant wetland and riparian areas, the property harbors mature woodlands, which would be expected to provide habitat for a variety of wildlife species, including deer, owls, turkey, fox, snakes, turtles, and fisher cat; areas adjacent to the property show evidence of past and present beaver activity; over 10 acres of wetlands and riparian area are expected to provide high-quality habitat for a number of other wetland-dependent flora and fauna; and

G. Ecological Integrity. Approximately 2/3 of the property (at least 20 acres) are mapped within the top 50% of lands in the Commonwealth with the highest ecological integrity by the Landscape Ecology Program at the University of Massachusetts Conservation Assessment and Prioritization Program (CAPS); and

H. The majority of the Premises lies within the 100-year floodplain. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events; and

I. Protection of the Premises furthers the Town of Haverhill's Open Space and Recreation Plan (2008) Goal #6: "Improve the City's acquisition and protection of lands of open space and recreation interest," specifically, to "Improve protection of watershed lands through regulation and acquisition" (Objective C), to "Improve creation, continuity, and protection of greenbelt corridors" (Objective D).

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents, acknowledged by both to be complete and accurate as of the date of this CR, as required under Treasury Regulations §1.170A-14. A copy of the Baseline Report, prepared by the Grantee, shall be kept on file with both parties and by this reference made a part hereof. Grantor and Grantee hereby acknowledge that this Baseline Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the Baseline Report, the parties may utilize any other evidence of the condition of the Premises at the time of this grant, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

The terms of this Conservation Restriction are as follows:

II. PROHIBITED AND PERMITTED ACTIVITIES AND USES

A. Prohibited Activities and Uses. Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following acts or uses which are prohibited, on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete pavement, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, windmills, solar panels, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of loam, peat, sand, gravel, soil, rock or other mineral resource or natural deposits or otherwise making topographical changes to the area;
3. Dumping, placing, filling or storing on the Premises of soil, grass clippings, compost, yard debris or other substances, or dumping or placing of vehicle bodies or parts, junk,

trash, refuse, solid or chemical waste or any other materials whatsoever, or the installation of underground storage tanks;

4. Cutting, removing, or otherwise destroying trees, grasses, shrubs or other vegetation;
5. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities, archaeological conservation or erosion control;
6. Use, parking, landing or storage of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, trail bikes, all-terrain vehicles, snowmobiles, or similar machines or devices, on the Premises, except such as may be necessary by police, firefighters or other governmental agents in carrying out their lawful duties;
7. Any industrial, institutional or commercial use;
8. Any use of the Premises for more than *de minimis* commercial recreational activities, as defined in I.R.C. Section 2031(c)(8)(B) and regulations promulgated thereunder or any successor statute or regulation;
9. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
10. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted);
11. The use of the Premises for (a) transferring development rights to this or any other property, whether or not the receiving land is adjacent to the Premises; or (b) calculating permissible lot yield of this or any other property;
12. Use of the Premises in any manner or for any purpose except as permitted by Section B;
13. Any acts or uses which in the opinion of the Grantee and at the Grantee's sole discretion are inconsistent with the purposes of this Conservation Restriction.
14. Any other use of the Premises or activity thereon which would impair the conservation values;

B. Reserved Rights; Exceptions to Prohibited Activities and Uses. The provisions of Paragraph A notwithstanding, the Grantor reserves the right to conduct or permit the following activities on the Premises provided that such uses and activities do not materially impair the purposes of this Conservation Restriction or other significant conservation interests:

1. Vegetation Management. In accordance with generally accepted forestry Best Management Practices, as those practices may be identified by appropriate governmental

or educational institutions such as the Commonwealth of Massachusetts Dept. of Conservation and Recreation Bureau of Forestry or its successor agency, and in a manner not wasteful of soil resources, or detrimental to water quality or other conservation values of this Restriction, the selective pruning and cutting to prevent, control or remove hazards, disease, insect damage or fire or to preserve the present condition of the Premises, including wood roads and foot paths;

2. Forestry. In accordance with generally accepted forestry Best Management Practices, as those practices may be identified by appropriate governmental or educational institutions such as the Commonwealth of Massachusetts Dept. of Conservation and Recreation Bureau of Forestry or its successor agency, and in consultation with the Massachusetts Natural Heritage and Endangered Species Program with respect to any threatened, rare, and endangered species present on the Premises, and in a manner not wasteful of soil resources, or detrimental to water quality or other conservation values of this Restriction, the right to conduct, or to permit others to conduct, sound silvicultural uses of the Premises, including the right to commercially harvest forest products, in accordance with a Forest Management or Stewardship Plan and, if required, a Forest Cutting Plan pursuant to M.G.L. c.132 §§40-44, as amended, all prepared by a professional forester licensed to practice forestry in Massachusetts pursuant to M.G.L. c.132, §§ 47-49, as amended, which plan or plans have also been approved in advance by the Grantee;
3. Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;
4. Invasive and Nuisance Species Management. The removal of non-native, invasive or nuisance species of flora or fauna, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. For the purposes of this Conservation Restriction, the terms "non-native" or "invasive species" shall be defined as a species that is non-native or alien to the ecosystem under consideration, and which is likely to cause economic or environmental harm or harm to human health;
5. Habitat Restoration. With the prior written permission of Grantee, measures designed to restore native biotic communities or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
6. Public Drinking Water Supply Wells. Construction, installation, maintenance and repair of underground pipes, conduits, and wells for collecting, extracting, transporting and delivering drinking water for the purpose of use as a public drinking water supply, provided that any disturbance of the surface shall be restored to the approximate condition prior to said disturbance with vegetation native to northeastern Massachusetts. Grantor shall design, construct, and maintain said collection and distribution

infrastructure in a manner to avoid or minimize adverse impacts upon the conservation purposes protected by this Conservation Restrictions, as specified in Section I. Design plans shall be submitted to the Grantee for its review and approval, which approval shall not be unreasonably withheld.

7. Recreation. Hiking, horseback riding, cross-country skiing, picnicking, fishing, trapping, hunting, snowshoeing, wildlife observation and nature study and other passive, non-motorized, and noncommercial outdoor recreational and educational activities consistent with the purposes of this Conservation Restriction;
8. Trails. With prior approval of Grantee, the marking, clearing and maintenance of unimproved, unpaved footpaths and trails for non-motorized, passive recreational use, provided that said trails do not have adverse impacts on the purposes of this Conservation Restriction.
9. Signage. The erection, maintenance and replacement of a minimal number of signs with respect to the location of boundary lines and trails, permitted and prohibited uses, including hunting and recreation, and other regulations, and interpretive, informational or other similar signs designed to enhance public use;
10. Archeological Activities. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;
11. Such other non-prohibited activities requested by the Grantor and expressly approved by the Grantee provided Grantee has made a finding that such activities are consistent with and do not materially impair the conservation values and purposes of this Conservation Restriction.

The exercise of any right reserved by the Grantor under this Paragraph B shall be in compliance with the following: (a) then-current planning and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (c) the Wetlands Protection Act (General Laws Chapter 131, Section 40), and (d) all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor may have a right to request a permit, it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

C. Unspecified Activities and Uses are Prohibited. All acts and uses not expressly permitted in Paragraph B of Section II or otherwise authorized by the Grantee pursuant to II (B)(9) above are prohibited.

D. Notice to and Approval by the Grantee. Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other

provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the conservation values and purposes of this Conservation Restriction.

III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. Actions to Prevent or Remedy Violations. The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

C. Reimbursement of Costs of Enforcement. The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor or determined by a court of competent jurisdiction to have occurred.

D. The Grantee's Disclaimer of Liability. By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Non-Waiver by the Grantee. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner

and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

Access by the Grantee. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with, to make a determination whether to approve an activity pursuant to Section II (D), or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any other acts required to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Premises. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this CR impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the CR under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity, shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Premises, and any person holding any interest therein, by the Grantee, its successors and assigns and its duly designated officers, directors, members, employees or agents as holders of this Conservation Restriction.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instrument upon request.

C. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

D. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest in the Premises, except that liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner may be held responsible for pre-existing violations.

VII. SUBSEQUENT TRANSFERS

A. Reference to Conservation Restriction in Future Deeds. The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Failure to do so shall not impair this Conservation Restriction or its enforceability in any manner.

B. Required Notifications of Transfers. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

C. The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document requested, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section

170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall only occur in exceptional circumstances. The Grantee will consider amendments only to correct and error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs, and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the appropriate Essex Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and delivered by hand, by facsimile or by first class mail, all with a receipt, and addressed as follows or to such other address as any of the below parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties:

If to Grantor:	City of Haverhill Dept. of Public Works Deputy Director 40 South Porter St Haverhill, MA 01835 978-374-2382
With a copy to:	William D. Cox, Jr. 145 Main Street Bradford, MA 01835 <i>Or then-current Attorney for Grantor.</i>
If to Grantee:	Essex County Greenbelt Association, Inc. ATTN: Director of Stewardship 82 Eastern Ave. Essex, MA 01929 Phone: 978-768-7241

With a copy to:

John C. Thomson, Esq.
9 Thoreau Circle
Beverly, MA 01915-1342
Phone: 978-922-1130
Or then-current attorney for Grantee.

XIII. AFFIRMATIVE COVENANTS OF THE GRANTOR

A. Payment of Taxes. The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

B. Subordination of Mortgage. The Grantor and its successors and assigns shall record at the appropriate Essex County Registry of Deeds all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. Adverse Possession. The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

XIV. GENERAL PROVISIONS

A. Controlling Law. The interpretation of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties regarding this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Restriction, all of which are merged herein.

XV. MISCELLANEOUS

A. Representations of the Grantee. The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, that it is a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.

B. Prior Encumbrances. This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

C. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

D. Homestead. If the Premises are or may be subject to an estate of homestead created by either a "Declared Homestead Exemption" or "Automatic Homestead Exemption" within the meaning of M.G.L. c. 188, Grantor hereby subordinates and waives any M.G. L. c.188 Homestead Rights and benefits to this Conservation Restriction.

E. Included hereto and incorporated herein are the following:

Signature pages

Grantor: City of Haverhill

Grantee: Essex County Greenbelt Association, Inc.

Approval of Mayor of Haverhill

Approval of the Secretary of Energy and Environmental Affairs

Exhibits

A: Sketch Plan of Conservation Restriction

B: Certified Copy of City Council Vote approving grant of Conservation Restriction

IN WITNESS WHEREOF, we, the undersigned City Council of the City of Haverhill, Massachusetts, hereby certify that at a public meeting duly held on _____ 2016, the Council voted to approve and grant the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc., for the preservation of the natural resources of the Premises and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

_____, Council President

_____, Council Vice President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF MAYOR

I, the undersigned James J. Fiorentini, Mayor of the City of Haverhill, Massachusetts, hereby approve the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. as being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

James J. Fiorentini, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction from the City of Haverhill and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

By: _____
Name: Edward O. Becker
Title: President
Hereunto duly authorized

Essex County Greenbelt Association, Inc.

By: _____
Name: _____
Title: _____
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as _____, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as _____, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY

The undersigned Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction from the City of Haverhill to the Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Matthew A. Beaton
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ my personal knowledge of the principal's identity ☐ a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A: Sketch Plan of Conservation Restriction

ADDITIONAL NOTES: SUBMISSION
CONTROL PLAN NOT REQUIRED
PLANNING BOARD

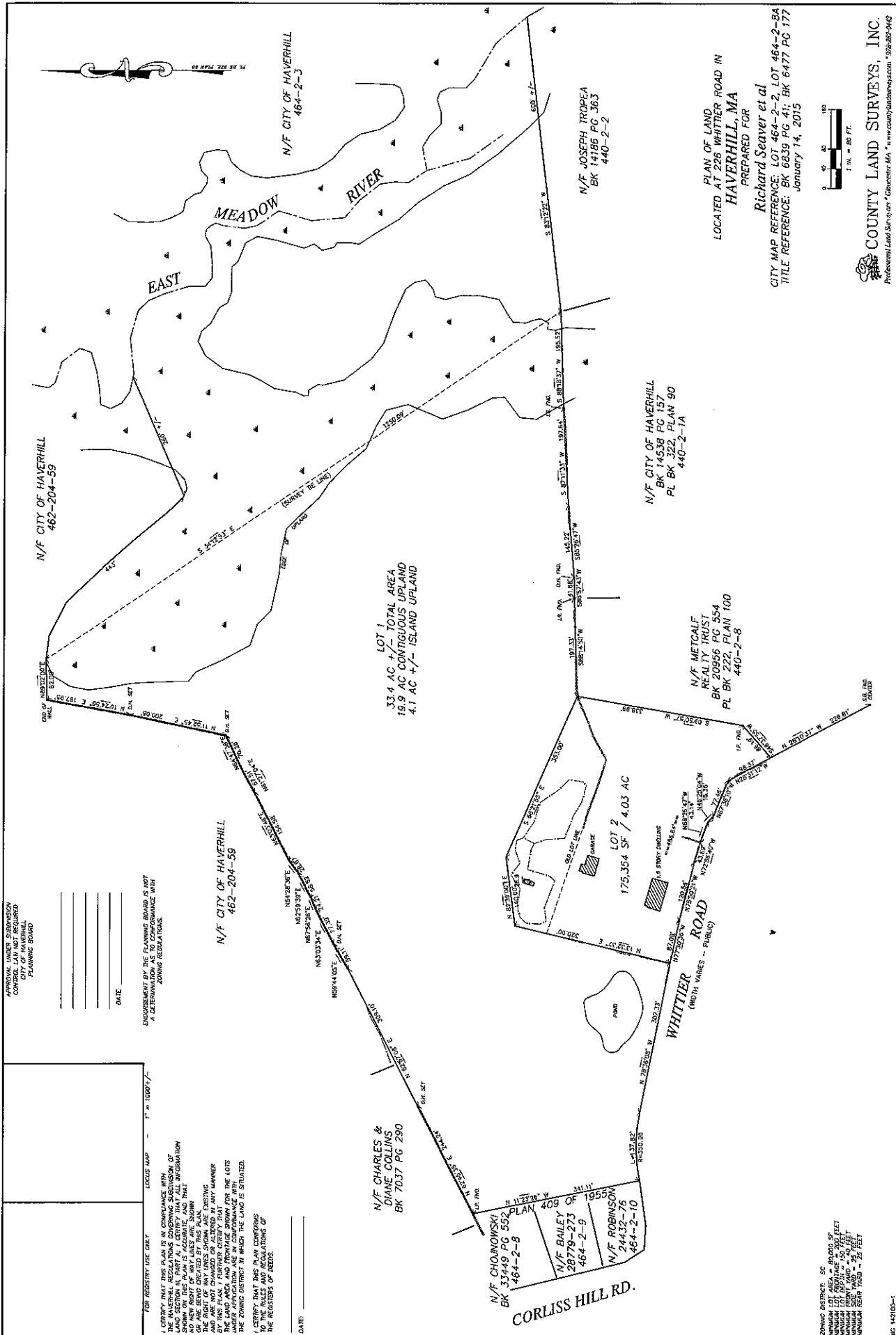
DATE: _____

ENDORSEMENT BY THE PLANNING BOARD IS NOT
A DETERMINATION OF CONFORMANCE WITH
ZONING REGULATIONS

FOR REISTRY USE ONLY LOCUS MAP 1" = 1000' / -

I CERTIFY THAT THIS PLAN IS IN CONFORMANCE WITH
THE HAVENHILL REGULATIONS CONCERNING SUBDIVISION OF
LAND SECTION II, PART A. I CERTIFY THAT ALL INFORMATION
CONTAINED HEREON IS TRUE AND CORRECT AND THAT
NO NEW RIGHT OF WAY LINES ARE SHOWN.
THE ARE BEING DIVIDED BY THIS PLAN
AND ARE NOT CHANGED OR ALTERED IN ANY MANNER
AND ARE NOT CHANGED OR ALTERED IN ANY MANNER
THE LAND AREA AND FRONTAGE SHOWN FOR THE LOTS
UNDER APPLICATION ARE IN CONFORMANCE WITH
THE ZONING DISTRICT IN WHICH THE LAND IS SITUATED.
I CERTIFY THAT THIS PLAN CONFORMS
WITH THE REQUIREMENTS OF THE
REGULATIONS OF REGS.

DATE: _____



ZONING DISTRICT: 02
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF
TOTAL AREA: 38,000 SF

895 142103-1



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

October 13, 2016

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Conservation Restriction on Land Adjacent to 226 Whittier Road

Dear Mr. President and Members of the Haverhill City Council:

Enclosed, please find an Order to approve and grant the revised Conservation Restriction (CR) to Essex County Greenbelt Association (ECGA) on a parcel of land adjacent to 226 Whittier Road (Map 464, Block 2, Lot 2), as described by Robert Ward, Deputy DPW Director.

I recommend approval.

Mr. Ward will be available to answer your questions.

Very truly yours,

James J. Fiorentini, Mayor

JJF/bsa



Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

October 14, 2016

Council President John Michitson and
Members of the Haverhill City Council:

RE: Early Voting

Dear President Michitson and Council members:

I am requesting to announce the following information at next Tuesday's Council meeting regarding Early Voting for this year's state election:

EARLY VOTING STARTS THIS YEAR FOR FIRST TIME- FROM OCT 24 - NOV 4.

Haverhill citizens can early vote at City Hall during regular business hours (8AM-4PM) in the basement, from Oct 24 - Nov 4.

We will also have evening hours for early voting in City Hall on Thursday, November 3, until 8PM.


On Saturday, October 29, you can early vote from 9AM-3PM at:

City Hall, 4 Summer St
High Street Fire Station - 123 High St
Bradford Fire Station - 468 South Main St
Behind DPW Offices - 500 Primrose St. .

You can also Early Vote by mail: Applications available online and in clerk's office.

Deadline to register to vote for the Presidential Election is Wed. Oct 19. The Clerk's office will be open until 8PM that evening for the purpose of voter registration.

Thank you,


Linda L Koutoulas
Haverhill City Clerk

City of Haverhill
Application for Permit for
Amusements, Public Shows and Exhibitions

10.1

Name of Organization: Lorraine Post 29 VFW

Address of Organization: 64 Kenola Ave Haverhill, MA 01830

Is the Organization a Non-Profit? Yes ☒ No ☐ (If yes, must provide evidence of non-profit status) Tax ID: 04-6126818

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

EVENT INFORMATION

Requesting permit for (List type of event):

52nd Annual VFW Santa Parade

Date of Event: 11/20/2016 Time of Event: 1:00 PM

Location of Event: Rte 125 Bradford to Haverhill
Indoor: ☒ Outdoor: ☐

Name and Address of the Owner of the Property: City of Haverhill

If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.

Number of Anticipated Attendees: 25,000

Number of Parking Spaces available on Site: N/A

Have arrangements been made for offsite parking? Yes _____ No ☒

If yes, please give details of the offsite parking: _____

Are there charges or fees for parking? Yes _____ No ☒ If yes, list charges/fees _____

Please identify the plans for solid waste disposal and recycling: N/A

Number of public restrooms available: Permanent 0 Portable 5

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):
Street closures along route 125

Are you requesting that the fees be waived? Yes ☒ No _____
(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Daniel Plaurde, Sr. Chairman

Address of Authorized Person: 297 Lake Street Haverhill, MA 01830

Telephone #/Cell #/Pager # (Indicate if Pager): 978.290.0070

Social Security Number of Authorized Person: 023-64-8284

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

APPROVALS:

Fire Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: ✓ Approved: ✓ Denied: _____

Comments/Conditions/Requirements:  _____

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

APPROVALS:

Fire Chief:

Reviewed: _____ Approved: ☒ Denied: _____

Comments/Conditions/Requirements: Certain Streets should be made passable for emergency vehicles.

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

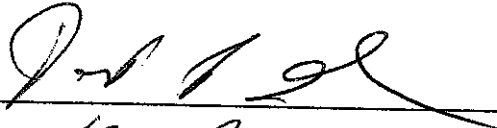
Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

General Release & Indemnity Agreement

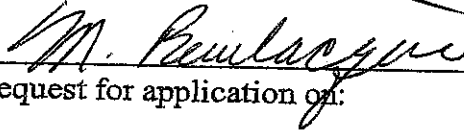
The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized
Agent of Organization:



Date: 10-5-16

Signature Witnessed By:



Date: 10-5-16

City Council will hear this request for application on:

_____ at _____
(date) (time)

Applicant must attend: Yes _____ No _____

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

#12

City of Haverhill

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: Cristian Alarcon

Address: 52 moody st Apt 1 Haverhill MA 01830

Applicant phone number: 617 4806325

For: Haverhill TAXI

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New / Renew (circle one)

Fee: \$50 – annual fee

In Municipal Council, _____, 20__

Attest:

Approve ☒

Denied ☐

City Clerk

Police Chief

Please complete back side of this application



Haverhill

12.

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date **OCT 04 2016**

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:



Hawker or Peddler



Employee of a Hawker or Peddler

NAME: Charles Hibbert

SIGNATURE: C Hibbert

ALL MERCHANDISE TO BE SOLD: Christmas trees, Kissing Balls, wreaths, Baskets and Decorations at 297 Lincoln Av

MONTH(S): Nov 25-Dec 24th DAY(S)/TIME(S): Sunday-Saturday 9am-9pm

LOCATION (CHECK ONE):



New - Fixed Location



Renewal - Fixed Location



Seasonal - Fixed Location



New - Mobile Cart



Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:



Bradford Common



GAR Park



Other: _____



Outside Haverhill Stadium @
Lincoln/Nettleton Ave



Riverside Park



Swasey Park



Washington Square



Winnekenni Area, Route 110

Fee: \$ 200.00
Bond on File

Department Use ONLY

[Signature]
Police Chief

10/5/16
Date

Health Inspector

Date

Wire Inspector

Date

Rec Director (Stadium Only)

Date

In Municipal Council, _____,

Attest: _____, City Clerk

Please Complete the Back side of this form.



Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

13.1

Date 9/30/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Carlos Ferreira Signature: [Signature]
Business Name: Terratec Construction Inc.
Business Address: 321 West Grove St
City Middleboro State MA Zip 02346
Business Phone: 508 481 8880 Fax: 508 302 6141

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____

Fee \$100.

Bonds on File: ✓

Approved ✓

Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk



Document

CITY OF HAVERHILL

In Municipal Council

15.11

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Merrimack Valley Planning Commission	\$ 6,428.75	Law Dept
Unibank	\$ 888.00	Treasurer
Invoice Cloud	\$ 310.50	Treasurer
North of Boston Media Group (2)	\$ 303.87	Planning
Career Resources Corporation	\$ 207.90	Mayor
Ready Refresh (3)	\$ 11.45	Mayor
CoStar	\$ 322.18	Planning
Grainger (2)	\$ 31.01	Library
WB Mason	\$ 127.40	School Dept

INVOICE



Merrimack Valley
Planning Commission

160 Main Street
Haverhill, MA 01830

Vendor:

City of Haverhill
4 Summer Street
Haverhill, MA 01830
ATTN: Mayor James Fiorentini

Invoice # HAVRENEWABLE1516-01
Invoice Date 08/31/16

Phone: 978-374-0519
Fax: 978-372-4890
E-Mail: info@mvpc.org
URL: www.mvpc.org

Quantity	Description	Unit Price	Amount
	Merrimack Valley Regional Services Program: Regional RENEWABLE Energy Services: Consultant - Meister Consultants Group		
	Rate = \$185 per hour		
	2015 Description of services: (January-November 2015)		\$5,087.50
	<i>Haverhill Solar PV PILOT and PPA Analysis</i>		
	Chad Laurent - 27.50 hours @ \$185 per hour		
	2016 Description of services: (March - August 2016)		\$1,341.25
	<i>Haverhill Solar PILOT and PPA Agreements</i>		
	Chad Laurent - 7.25 hours @ \$185 per hour		
	Subtotal		\$6,428.75
	Total		\$6,428.75

* See copy of
Meister Invoices
attached.

Please make checks payable to:

Merrimack Valley Planning Commission
160 Main St.
Haverhill, MA 01830

Thank you.



UniPay Gold

CAA1273

Municipal Department
49 Church Street
Whitinsville, MA 01588
(877) 227-1157 Fax (508) 234-7619

Invoice No. 1015

INVOICE**Customer**

City of Haverhill
Patrick DelloRusso
4 Summer St.
Haverhill, MA 01830

Date July 6, 2016

<u>Dates</u>		<u>Quantity</u>	<u>ACH Fee</u>	<u>Total</u>
<i>City of Haverhill - Water</i>				
April	2016	444	\$0.25	\$111.00
May	2016	1713	\$0.25	\$428.25
June	2016	1111	\$0.25	\$277.75
				<u>\$817.00</u>
<i>City of Haverhill - DPW</i>				
April	2016	8	\$0.25	\$2.00
May	2016	1	\$0.25	\$0.25
June	2016	1	\$0.25	\$0.25
				<u>\$2.50</u>
<i>City of Haverhill - Clerk</i>				
April	2016	36	\$0.25	\$9.00
May	2016	135	\$0.25	\$33.75
June	2016	46	\$0.25	\$11.50
				<u>\$54.25</u>
<i>City of Haverhill - Health Department</i>				
April	2016	6	\$0.25	\$1.50
May	2016	6	\$0.25	\$1.50
June	2016	8	\$0.25	\$2.00
				<u>\$5.00</u>

<i>Haverhill Public Schools</i>				
April	2016	14	\$0.25	\$3.50
May	2016	13	\$0.25	\$3.25
June	2016	10	\$0.25	\$2.50
				\$9.25
Total				\$888.00

Payable on or before 30 days

Questions? Please Contact the Municipal Department

Lisa Hamel

From: Lisa Hamel
Sent: Tuesday, June 07, 2016 7:56 AM
To: pdellorusso@cityofhaverhill.com
Subject: FW: Invoice Cloud Invoice# 345-2016_5, Delivered 6/6/2016 2:57:43 PM EST

From: no-reply=invoicecloud.net@mg.invoicecloud.com [mailto:no-reply=invoicecloud.net@mg.invoicecloud.com] **On**
Behalf Of Invoice Cloud
Sent: Monday, June 06, 2016 2:58 PM
To: Lisa Hamel
Cc: Lisa Hamel
Subject: Invoice Cloud Invoice# 345-2016_5, Delivered 6/6/2016 2:57:43 PM EST

InvoiceCloud™

**You have a new invoice from
Invoice Cloud!**

[View Invoice](#)

Dear City of Haverhill

**Your current monthly invoice is now available
to view online.**

This is a reminder of your monthly auto debit
transaction; no action is required on your part.

Your invoice is scheduled to be drafted from your
bank account today, 6/7/2016. You may access
your invoice via our Client Portal at
<https://www.invoicecloud.com/invoicecloud>.

If you have general questions about your bill
please call 901-737-8686.

If you have any questions regarding your payment
arrangements, please call us at 781-848-3733 Ext
226.

Thank you for your continued business, it is a
pleasure to serve you,

Invoice Cloud

Account Information

**Account
Number:**

345

Invoice Number:

345-2016_5

**Invoice Due
Date:**

6/10/2016

Balance Due:

\$310.50

Withdrawals and other debits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
06/06/16	ACCLARIS INC DES:HCRA FUNDI ID:10094730 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902355009643604	-120.09
06/06/16	ACCLARIS INC DES:HCRA FUNDI ID:10094675 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902355009643598	-78.53
06/07/16	ACCLARIS INC DES:HCRA FUNDI ID:10098410 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902358014030076	-107.33
06/07/16	ACCLARIS INC DES:HCRA FUNDI ID:10098355 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902358014030074	-27.17
06/08/16	ACCLARIS INC DES:HCRA FUNDI ID:10108872 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902359013511008	-760.97
06/08/16	ACCLARIS INC DES:HCRA FUNDI ID:10108815 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902359013511006	-20.00
06/09/16	ACCLARIS INC DES:HCRA FUNDI ID:10112515 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902360017420462	-86.90
06/09/16	ACCLARIS INC DES:HCRA FUNDI ID:10112570 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902360017420464	-60.00
06/10/16	INVOICE CLOUD DES:INVOICE CLOUD ID:H6G07D4127771 INDN:CITY OF HAVERHILL CO ID:1117718721 CCD		902361010222625	-310.50
06/10/16	ACCLARIS INC DES:HCRA FUNDI ID:10116215 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902361007352004	-40.00
06/13/16	ACCLARIS INC DES:HRA FUNDIN ID:10119918 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902362006837740	-250.00
06/13/16	ACCLARIS INC DES:HCRA FUNDI ID:10119917 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902362006837722	-132.77
06/14/16	ACCLARIS INC DES:DCRA FUNDI ID:10123671 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902365010185520	-145.00
06/14/16	ACCLARIS INC DES:HCRA FUNDI ID:10123617 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902365010185522	-42.21
06/14/16	ACCLARIS INC DES:HCRA FUNDI ID:10123672 INDN:CITY OF HAVERHILL PUBL CO ID:2900234962 CCD		902365010185524	-36.69
06/15/16	ACCLARIS INC DES:HCRA FUNDI ID:10134097 INDN:CITY OF HAVERHILL CO ID:2900234962 CCD		902366015040904	-780.00

continued on the next page

PO# 111080



100 Turnpike Street
North Andover, MA 01845-5033
Tel: 978-946-2000
Fax: 978-685-2432

For Billing Questions Call: 978-725-5110

Billing Date: 08/30/16

Account Number: 3742334

Page 1 of 1

The Eagle-Tribune | The Salem News | The Daily News of Newburyport
Gloucester Daily Times | Andover Townsman | The Haverhill Gazette
Derry News | Let's Go | Carriage Towne News

Balance Brought Forward	-\$49.94
Payments & Credits	\$0.00
Charges & Adjustments	\$74.80
Finance Charges	\$0.00
Total	\$24.86

ADVERTISER: HAVERHILL CONSERVATION DEPARTMENT

CHARGES/CREDITS AD DESCRIPTION/PUB CODES	RUNS	RATE	SPACE	COST	DISCOUNT	AMOUNT
05/31/16 Balance Brought Forward - <i>disputed balance</i>						-49.94
HG - Haverhill Gazette Legals Class Display, LEG - Legals June Meeting 6/16/2016	1	22.00	4.00	88.00	-13.20	74.80
<i>Short paid Amt due 24.86</i>						
<i>per Auditors Office bal due 24.86</i>						

*****PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT*****

Payment Due Date: 7/25/2016

Account No: 3742334

Amount Due: \$ 24.86

Amount Paid: \$

Balances over 30 days are subject to a 1.5% finance charge or \$5.00, whichever is greater.

Check Number: _____

HAVERHILL CONSERVATION DEPARTMENT
4 SUMMER ST STE 300
HAVERHILL MA 01830-5843

Use Reverse side to pay by credit card

Over 30
.00

Over 60
.00

Over 90
.00

Over 120
.00



100 Turnpike Street
North Andover, MA 01845-5033
Tel: 978-946-2000
Fax: 978-685-2432

For Billing Questions Call: 978-725-5110

Billing Date: 05/30/16

Account Number: 3742334

Page 1 of 1

The Eagle-Tribune | The Salem News | The Daily News of Newburyport
Gloucester Daily Times | Andover Townsman | The Haverhill Gazette
Derry News | Let's Go | Carriage Towne News

Balance Brought Forward	\$140.25
Payments & Credits	-\$419.26
Charges & Adjustments	\$229.07
Finance Charges	\$0.00
Total	\$(49.94)

ADVERTISER: HAVERHILL CONSERVATION DEPARTMENT

CHARGES/CREDITS AD DESCRIPTION/PUB CODES	RUNS	RATE	SPACE	COST	DISCOUNT	AMOUNT
04/30/16 Balance Brought Forward						140.25
05/23/16 Payment						-140.25
05/24/16 Payment - <i>disputed posting</i>						-279.01
HG - Haverhill Gazette Ord:10909736 Legals Class Display, LEG - Legals Meeting May 12 5/5/2016	1	22.00	6.50	143.00	-21.45	* 121.55
HG - Haverhill Gazette Ord:10914286 Legals Class Display, LEG - Legals June Meeting 5/26/2016	1	22.00	5.75	126.50	-18.98	* 107.52

NOT PAID
NOT PAID

per Auditor's Office
total due

*****PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT*****

Payment Due Date: 6/25/2016

Account No: 3742334

Amount Due:	\$(49.94) \$229.07
Amount Paid:	\$
Balances over 30 days are subject to a 1.5% finance charge or \$5.00, whichever is greater.	
Check Number:	

HAVERHILL CONSERVATION DEPARTMENT
4 SUMMER ST STE 300
HAVERHILL MA 01830-5843

Use Reverse side to pay by credit card

Over 30	Over 60	Over 90	Over 120
.00	.00	.00	.00

V914595
CAREER RESOURCES CORPORATION
22 Parkridge Road, Unit D
HAVERHILL, MA 01835
(978) 374-9122

INVOICE

Office of the Mayor
Haverhill City Hall
4 Summer Street
Haverhill, MA 01830

INVOICE #
C4208
CUST INV/PO#

INVOICE DATE
6/30/2016
JOB #
4607

<u>W/E</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
6/3/2016	Mail Assistant	4.25	\$10.80	\$45.90
6/10/2016	Mail Assistant	5.00	\$10.80	\$54.00
6/17/2016	Mail Assistant	5.00	\$10.80	\$54.00
6/24/2016	Mail Assistant	5.00	\$10.80	\$54.00
	Total Hours	19.25		

PAYMENT IS DUE UPON PRESENTATION

TOTAL \$207.90



eservice.readyrefresh.com

215 6661 DIXIE HWY, SUITE 4
LOUISVILLE KY 40258

V638134

BILLING PERIOD

INVOICE NUMBER

06/01/16 - 06/30/16

06F0439176694

UPCOMING DELIVERIES

ACCOUNT NUMBER

TUE- AUG 02
WED- AUG 31
FRI- SEP 30
MON- OCT 31

0439176694

Access your delivery calendar
at eservice.readyrefresh.com

ADDRESS SERVICE REQUESTED

CITY OF HAVERHILL
4 SUMMER STREET
MAYORS OFFICE RM 100
HAVERHILL MA 01830-5843

Customer Service: 1-800-274-5282

For your convenience, you can pay your bill online. It's
fast and easy!Customers that register at ReadyRefresh.com enjoy exciting features and benefits - Manage and track orders!
Check out the latest offers! Enroll for text alerts about your delivery!

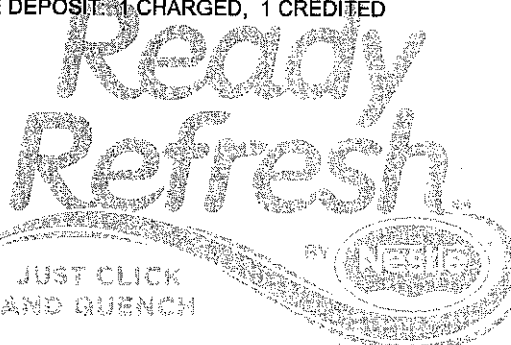
ACCOUNT ACTIVITY

For questions or a report on water quality and information, call 1-800-274-5282 or visit eservice.readyrefresh.com.

DATE REFERENCE # QTY DESCRIPTION AMOUNT

Delivery address: GR034 CITY OF HAVERHILL, 4 SUMMER ST, MAYORS OFFICE ROOM 100, HAVERHILL MA 01830

6/10	FA9795424		PREVIOUS BALANCE	17.72
6/10	FA9795426		PAYMENT RECEIVED	-5.18
			PAYMENT RECEIVED	-3.68
6/02	4476035540	1	5 GAL PS HANDLE SPILL PROOF BOTTLE DEPOSIT 1 CHARGED, 1 CREDITED	2.59 .00
6/30	F7048132		RENT	FREE
			TOTAL	11.45



ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE	17.72	PAYMENT / ADJUSTMENT	- 8.86	CURRENT ACTIVITY	+ 2.59	PAY THIS AMOUNT	= 11.45
------------------	-------	----------------------	--------	------------------	--------	-----------------	---------

Detach this stub and return with your payment

P.O. Box 856192
Louisville, KY 40285-6192

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0439176694	07/22/16	11.45
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
06F0439176694	07/05/16	

604404391766940 0000259 00011450 5

ReadyRefresh by Nestlé
a Division of Nestlé Waters North America Inc.
P.O. Box 856192
Louisville, KY 40285-6192CITY OF HAVERHILL
MAYORS OFFICE RM 100
4 SUMMER STREET
HAVERHILL MA 01830-5843☐ SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.☐ Print Any Changes On Reverse Side.



#216 6661 DIXIE HWY, SUITE 4 LOUISVILLE, KY 40258
eservice.readyrefresh.com

V 929416

BILLING PERIOD

INVOICE NUMBER

05/01/16 - 05/31/16

06E0439176694

UPCOMING DELIVERIES

ACCOUNT NUMBER

TUE-AUG 02

0439176694

WED-AUG 31

FRI-SEP 30

MON-OCT 31

Customer Service: 800-274-5282

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exciting features and benefits - Manage and track orders!
Check out the latest offers!
Enroll for text alerts about your delivery!

ACCOUNT ACTIVITY

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
05/03	4463421547	1	PREVIOUS BALANCE	6.27
05/03	4463421547		5 GAL PS HANDLE SPILL PROOF	2.59
05/31	E6615570		BOTTLE DEPOSIT: 1 CHARGED, 2 CREDITED	0.00
			RENT	FREE
			TOTAL	8.86

ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE	PAYMENT/ADJUSTMENT	CURRENT ACTIVITY	PAY THIS AMOUNT
6.27	0.00	2.59	8.86

Detach this stub and return with your payment

P.O. BOX 856192
LOUISVILLE, KY 40285-6192

ACCOUNT NUMBER 0439176694	PAY BY 06/22/16	PAY THIS AMOUNT 8.86
INVOICE NUMBER 06E0439176694	BILLING DATE 05/31/16	AMT ENCLOSED

ReadyRefresh by Nestle
a Division of Nestlé Waters North America Inc.
P.O. BOX 856192
LOUISVILLE, KY 40285-6192

CITY OF HAVERHILL
4 SUMMER ST
MAYORS OFFICE ROOM 100
HAVERHILL, MA 01830

FOR CUSTOMER SERVICE CALL 800-274-5282

☐ Print Any Changes On Reverse Side And Check Box.

PAGE 1 OF 1



#216 6661 DIXIE HWY, SUITE 4 LOUISVILLE, KY 40258
eservice.readyrefresh.com

✓ 893784

BILLING PERIOD

INVOICE NUMBER

05/31/15 - 06/30/15

05F0439176694

UPCOMING DELIVERIES

ACCOUNT NUMBER

TUE-AUG 02

0439176694

WED-AUG 31

FRI-SEP 30

MON-OCT 31

CITY OF HAVERHILL
4 SUMMER STREET
MAYORS OFFICE RM 100
HAVERHILL, MA 01830

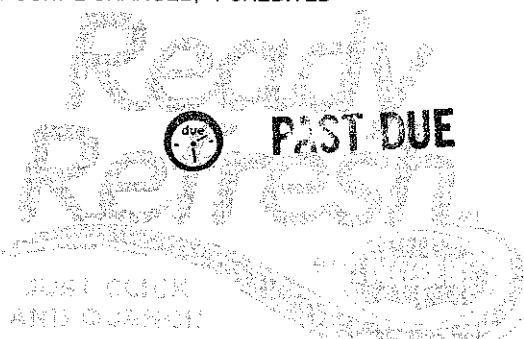
Customer Service: 800-274-5282

Thank you for choosing ReadyRefresh by Nestle!
We value your business.

In August, Poland Spring Direct is changing the name of its service. We're becoming ReadyRefresh by Nestle so that we can serve you better. It's the same great service you love, along with some new features. For more info, visit eservice.polandspringdelivery.com.

ACCOUNT ACTIVITY

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
06/02	4321169692	2	PREVIOUS BALANCE	0.00
06/02	4321169692	1	5 GAL PS HANDLE SPILL PROOF	5.18
06/02	4321169692		9 OZ PLASTIC UP 50C/SLEEVE	1.09
06/30	F1823482		BOTTLE DEPOSIT: 2 CHARGED, 1 CREDITED	0.00
			RENT	FREE
			TOTAL	6.27



ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE	0.00	PAYMENT/ADJUSTMENT	0.00	CURRENT ACTIVITY	6.27	PAY THIS AMOUNT	6.27
------------------	------	--------------------	------	------------------	------	-----------------	------

Detach this stub and return with your payment

P.O. BOX 856192
LOUISVILLE, KY 40285-6192

ACCOUNT NUMBER	0439176694	PAY BY	07/22/15	PAY THIS AMOUNT	6.27
INVOICE NUMBER	05F0439176694	BILLING DATE	06/30/15	AMT ENCLOSED	

ReadyRefresh by Nestle
a Division of Nestlé Waters North America Inc.
P.O. BOX 856192
LOUISVILLE, KY 40285-6192

CITY OF HAVERHILL
4 SUMMER ST
MAYORS OFFICE ROOM 100
HAVERHILL, MA 01830

FOR CUSTOMER SERVICE CALL 800-274-5282

☐ Print Any Changes On Reverse Side And Check Box.

PAGE 1 OF 1



CoStar™ 1331 L Street, NW
Washington, DC 20005

INVOICE

Costar S/P Slurry
8/15/16
Via Telep

Location ID	4525723
Invoice Date	06/03/16
Invoice Number	103782418
Fed Tax ID No	52-2134617

Page 1 of 2

204 1 MB 0.419 E0013X 10025 01746084602 S2 P3291358 0001:0002



WILLIAM PILLSBURY
CITY OF HAVERHILL
4 SUMMER ST STE 201
HAVERHILL MA 01830-5843

Enroll Today in Invoice Gateway.
Find Enrollment Token on bottom left
of this invoice.

CURRENT INVOICE See the following page(s) for detail

CoStar Suite w/o Connect	322.18
Sub-Total	322.18
Tax	0.00
Current Invoice Total	322.18

SUMMARY OF CHARGES

Previous Balance	0.00
Late Charge	0.00
Payments	0.00
Credits	0.00
Debits	0.00
Invoice Total	322.18

Total Balance Due 322.18

Payments received after the date noted in the Summary of Charges
will appear on your next invoice.

For questions about your bill, please call us at 800-894-4720.

Please ensure that your account is kept current to avoid an interruption
of service.

TEAR HERE

REMITTANCE DOCUMENT - Please Include With Your Payment

TEAR HERE

Location ID: 4525723

WILLIAM PILLSBURY
CITY OF HAVERHILL
4 SUMMER ST, SUITE 201
HAVERHILL MA 01830

**Please Send Written Correspondence
Including Address Changes To:**

CoStar Group, Inc.
Attn: Accounting Dept. - Contracts
1331 L Street, NW
Washington, DC 20005

Make Checks Payable and Send To:

COSTAR REALTY INFORMATION, INC.
P.O. Box 791123
Baltimore MD 21279-1123



CoStar™

Invoice Number	103782418
Invoice Date	06/03/16
Payment Due Date	06/18/16
Current Invoice Amount	322.18
Total Balance	322.18

Amount Enclosed:

To View and Pay Your Bill Online Go To: costar.billtrust.com

Use This Enrollment Token: QPB QDV PSL



Location ID	Invoice Date	Invoice Number	Fed Tax ID #	Page
4525723	06/03/16	103782418	52-2134617	2 of 2

COSTAR SUITE W/O CONNECT

SITE ADDRESS	SUBMARKET	CONTRACT #	BILLING PERIOD	SUBTOTAL	TAX	AMOUNT
4 Summer St, Suite 201 Haverhill, MA 01830	BOSTON	91443	06/01/2016 to 06/30/2016	322.18	0.00	322.18
CoStar Suite w/o Connect				322.18	0.00	322.18
Current Invoice Total:				322.18	0.00	322.18



121 MARSTON
LAWRENCE, MA 01841-2252
www.grainger.com

PAGE 1 OF 1

INVOICE

GRAINGER ACCOUNT NUMBER 836159558
INVOICE NUMBER 9100089276
INVOICE DATE 05/03/2016
DUE DATE 06/17/2016
AMOUNT DUE \$23.24

SHIP TO

HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092

PO NUMBER: LUIS MENDEZ
CALLER: LUIS MENDEZ
CUSTOMER PHONE: 9783731588
ORDER NUMBER: 1261408933
INCO TERMS: FOB ORIGIN

BILL TO
HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092

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www.grainger.com/paperlessinvoicing

THANK YOU! FBI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	46U233	ANGLE BROOM,PVC,YELLOW,55 IN. MANUFACTURER # 46U233 Delivery #:6323406380 Date Shipped: 05/03/2016	2	11.62	23.24

INVOICE SUB TOTAL 23.24

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

Reprint

PAYMENT TERMS Net 45 days - PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE \$23.24

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 854239100
PALATINE, IL 60038-0001

8542391009100089276100000023241000000010000000100000016061726

X

ACCOUNT NUMBER

DATE

INVOICE NUMBER

AMOUNT DUE

836159558

05/03/2016

9100089276

\$23.24

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE



121 MARSTON
LAWRENCE, MA 01841-2252
www.grainger.com

PAGE 1 OF 1

INVOICE

GRAINGER ACCOUNT NUMBER 836159558
INVOICE NUMBER 9100089284
INVOICE DATE 05/03/2016
DUE DATE 06/17/2016
AMOUNT DUE \$7.77

SHIP TO

HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092

PO NUMBER: LUIS MENDEZ
CALLER: LUIS MENDEZ
CUSTOMER PHONE: 9783731586
ORDER NUMBER: 1261528006
INCO TERMS: FOB ORIGIN

BILL TO
HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092

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Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FB NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	4V028	MOUNTING BRACKETS, BLACK, F/TS2D016K, PK2 MANUFACTURER # ASXD026K Delivery #: 6323481175 Date Shipped: 05/03/2016 Carrier: UPS GROUND No. of Pkgs: Wt: 0.100 Trk #: 1Z20251W0390663967	1	7.77	7.77

INVOICE SUB TOTAL 7.77

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAYMENT TERMS Net 45 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE

\$7.77

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

HAVERHILL PUBLIC LIBRARY
99 MAIN ST
HAVERHILL MA 01830-5092
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 854239100
PALATINE, IL 60038-0001

8542391009100089284100000077710000000100000001000000160617H9

X

ACCOUNT NUMBER

DATE

INVOICE NUMBER

AMOUNT DUE

836159558

05/03/2016

9100089284

\$7.77

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested

888-WB-MASON www.wbmason.com

HAVERHILL PURCHASING DEPT/ROOM 105
ATTN: SALLIE GAURON
4 SUMMER ST
104
HAVERHILL, MA 01830

FY '16 needs
council approval
OCT 14 2016

(C2-3)(1-3)

(Page 1)

PM

Delivery Address	Invoice Number:	I28227112
Haverhill Public Schools	Customer Number:	C1106589
City Of Haverhill	Reference Number:	I28227112
140 Boardman Street	Invoice Date:	09/03/2015
Haverhill, MA 01830	Due Date:	10/03/2015
	PO Number:	92745
	Order Date:	09/02/2015
	Order Number:	S029984319
	Order Method:	PHONE
	Cost Center:	Golden Hill Scho

W.B. Mason Federal ID #: 04-2455641

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5637467246

Now you can access and **PAY** your W.B. Mason Invoices online!

Use the Registration Code above to activate Paperless Invoicing for your account. Sign up today to view your account statement, pay invoices, and reduce clutter of paper invoices piling up on your desk.

-E-mail notifications let you know when new invoices are ready to view

-Access your account's full invoice history and pay invoices with a credit card on wbmason.com

Registration is quick and easy at www.wbmason.com/paperless

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
WBM21200	PAPER,XERO/DUP,WE,LTR,20#	5	CT	25.48	127.40

SUBTOTAL: 127.40
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 127.40

W.B.

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301

Address Service Requested
888-WB-MASON

HAVERHILL PURCHASING DEPT/ROOM 105
ATTN: SALLIE GAURON
4 SUMMER ST
104
HAVERHILL, MA 01830

Remittance Section

Customer Number:	C1106589
Invoice Number:	I28227112
Reference Number:	I28227112
Invoice Date:	09/03/2015
Terms:	Net 30
Total Due:	\$127.40

Amount Enclosed \$

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1106589I28227112I282271120000000127402



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

October 14, 2016

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: FY16 Bills

Dear Mr. President and Members of the Haverhill City Council:

Enclosed, please find an order to pay bills from the previous fiscal year.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/dsvd



Document

CITY OF HAVERHILL

In Municipal Council

15.2

Ordered:

That the city appropriate \$15,000 increasing the Fiscal Year 2017 Health/Inspection Expenses funds to come from local receipts – Abandoned Property Fee.

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

October 13, 2016

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Abandoned Property Fee

Dear Mr. President and Members of the Haverhill City Council:

Enclosed, please find an appropriation from the Abandoned Property Fee to Building Inspector Expenditure for the board up of a vacant property at 21 Pentucket Street and for the tear down of the garage at 448-450 Water Street.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/bsa



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

15.3

ORDERED:

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to execute a Grant of Easement to Massachusetts Electric Company relative to the provision of electric and intelligence transmission to 500 Primrose Street, as more particularly described in said Grant of Easement and as shown on the Easement Plan, copies of which are attached hereto and incorporated herein.

Property Address: 500 Primrose Street, Haverhill, MA (Essex South)

GRANT OF EASEMENT

THE CITY OF HAVERHILL, a Massachusetts municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Haverhill, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the westerly side of Primrose Street, being more particularly described in a deed recorded with the Essex South District Registry of Deeds in Book 2978, Page 149.

WR # 19950247

Address of Grantees:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVEMA GEN

Said "OVERHEAD SYSTEM" is to originate from Pole P.47, which is located on the easterly side of Primrose Street, then proceed in a westerly direction from said Pole P.47 crossing Primrose Street over, upon and across land of the Grantor to Poles P.47-1, P.47-2, and P.47-3.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): City of Haverhill; Address: 500 PRIMROSE ST, HAVERHILL, MA 01830; Sketch to Accompany Easement for: Nationalgrid to install approximately 870' of #2 1C primary conductor in customer installed 2-3" duct bank with heavy duty Handhole. Nationalgrid to install 750kva padmounted transformer in order to accommodate new service request at 500 Primrose St, Haverhill, MA; Date: 3/28/2016, Drawn By: S.STEEVES," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

For Grantor's title, see deed dated November 23, 1933, recorded with the Essex South District Registry of Deeds in Book 2978, Page 149.

EXECUTED as a sealed instrument this _____ day of _____, 2016.

CITY OF HAVERHILL

By:
Its:

By:
Its:

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____, proved to me through

Name of Signer

satisfactory evidence of identity, which was/were _____, Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ for the City of Haverhill.

Signature of Notary Public

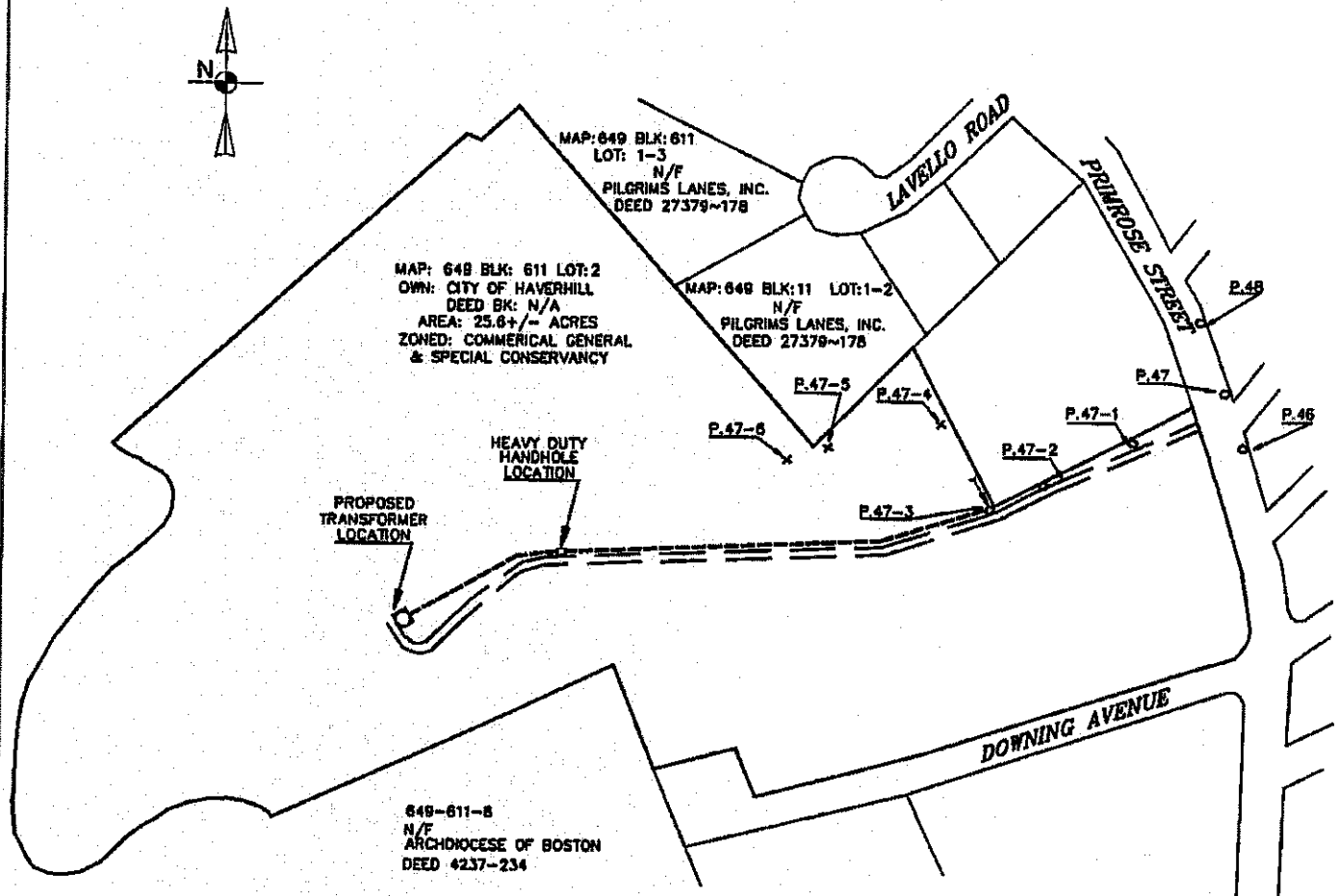
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Exhibit A - Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

- | | |
|-----------------------|--------------------------------|
| ○ EXISTING JO POLE | □ PROPOSED TRANSFORMER |
| × EXISTING SO POLE | --- PROPOSED 2-3" CONDUITS |
| ➔ EXISTING PUSH BRACE | □ PROPOSED HEAVY DUTY HANDHOLE |

nationalgrid

Owner(s):

City of Haverhill

Address:

500 PRIMROSE ST
HAVERHILL MA 01830

Date: 3/28/2016 Drawn By: S.STEEVES

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

Sketch to Accompany Easement for:
Nationalgrid to install approximately 870' of #2 1C primary conductor in customer installed 2-3" duct bank with heavy duty Handhole. Nationalgrid to install 75kva padmounted transformer in order to accommodate new service request at 500 Primrose St, Haverhill, MA

1532

**CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE**

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

**WILLIAM D. COX, JR.
CITY SOLICITOR**

October 13, 2016

TO: John Michitson, President and Members of the Haverhill City Council

FROM: William D. Cox, Jr., Esq., City Solicitor

RE: Lease with T-Mobil Northeast, LLC - 500 Primrose Street

On November 24, 2010 the City entered into a lease with T-Mobil Northeast, LLC to erect a tower for antennas and other equipment at the DPW Garage property at 500 Primrose Street. The lease was for 2 ten year terms. On October 17, 2014 T-Mobil Northeast, LLC assigned their interests in the lease to Bay Communications II, LLC, a copy of which is attached.

Bay Communications II, LLC has advised the City they wish to proceed with the erection of a tower on the site. Bay Communications requires that Massachusetts Electric Company provide electrical and intelligence transmission to the site, and, Massachusetts Electric Company requires an easement from the City in order to install the distribution system.

The payment of the \$24,050 annual rent commences 20 days after the start of the construction of the tower. In addition, if the tower ceases to utilize the electrical distribution system installed, it would then be available for use by the City at 500 Primrose Street.

I have reviewed and approve the proposed easement which is before you to authorize the Mayor to execute the Grant of Easement on behalf of the City. Should you have any questions or concerns, please do not hesitate to contact me.

WDCjr/md
Encl.

cc: James J. Fiorentini, Mayor

ASSIGNMENT AND ASSUMPTION OF SITE LEASE

This Assignment and Assumption of Site Lease ("Assignment") is made by and between T-MOBILE NORTHEAST, LLC, and a wholly owned subsidiary of T-MOBILE, USA, INC. ("Assignor") and BAY COMMUNICATIONS II, LLC ("Assignee"). The effective date of this Assignment and Assumption Agreement shall be the latest date this Agreement is executed by an authorized representative of both Parties ("Assignment Effective Date").

RECITALS

A. WHEREAS, on the 24th day of November 2010, CITY OF HAVERHILL ("Owner"), as landlord, and T-MOBILE NORTHEAST, LLC, as tenant, entered into that certain Site Lease With Option Agreement dated the 24th day of November 2010 (the "Site Lease") (attached hereto and incorporated herein as Exhibit 1) and a First Amendment To Site Lease With Options dated September 24, 2011, for that certain parcel of real property ("Real Property") located at 500 Primrose Street, Haverhill, MA, which Real Property is more particularly described in the Site Lease.

B. WHEREAS, T-MOBILE USA, INC. and CITY OF HAVERHILL entered into that certain Build to Suit Master Services Agreement, effective August 3, 2010 and that certain First Amendment to Build To Suit Master Services Agreement, dated February 1, 2013 (as amended, the "BTS Master Services Agreement").

C. WHEREAS, contemporaneously with the execution of this Assignment and Assumption Agreement, Assignor and Assignee shall execute a BTS Site Agreement ("BTSSA") or a BTS Option Agreement setting out the terms on which the parties will develop the leased portion of the Real Property to erect a tower on a build-to-suit basis to provide a location for Assignor's antennas and other equipment as more fully set forth in the BTS Master Services Agreement and the applicable BTSSA and/or BTS Option Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, title and interest, in, under and to the Site Lease. Assignor shall no longer be the tenant under the Site Lease and Assignor shall be released from all obligations under the Site Lease on and after the Assignment Effective Date.

2. Assumption. Assignee hereby accepts such assignment and assumes and agrees to perform all obligations of the tenant under the Lease. As to all rental obligations accruing under the Lease prior to the Assignment Effective Date, and all other

Site Name: Haverhill, MA
Site Number: MA 0121

obligations arising under the Site Lease prior to the Assignment Effective Date, Assignor shall remain solely liable.

3. Indemnification by Assignor. Assignor shall indemnify, defend and hold Assignee harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees and legal costs) arising out of the Site Lease in connection with events occurring or obligations arising or accruing prior to the Assignment Effective Date.

4. Indemnification by Assignee. Assignee shall indemnify, defend and hold Assignor harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees and legal costs) arising out the Site Lease in connection with events occurring or obligations arising or accruing on or after the Assignment Effective Date.

5. Effect of Assignment. This Assignment is given pursuant to and subject to the terms and conditions of the Build To Suite Master Services Agreement. This Assignment is subject to and will be construed consistent with the terms and conditions of the BTS Master Services Agreement.

6. Memorandum of Assignment and Assumption Agreement. Each party agrees to cooperate with the other in executing a Memorandum of this Assignment and Assumption Agreement if so requested by the other party. The Memorandum of Assignment and Assumption Agreement may be recorded in place of this Assignment and Assumption Agreement, by either party hereto.

Site Name: Haverhill, MA
Site Number: MA 0121

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment and Assumption Agreement on the date(s) indicated below.

ASSIGNOR: T-MOBILE NORTHEAST, LLC,
a wholly owned subsidiary of T-MOBILE USA, INC.

By: 

Title: Allan Talarico
Director, National Development

Date: 10-17-14

ASSIGNEE: BAY COMMUNICATIONS II, LLC

By: 

Title: Manager

Date: 10/9/14

Site Name: Haverhill, MA
Site Number: MA 0121

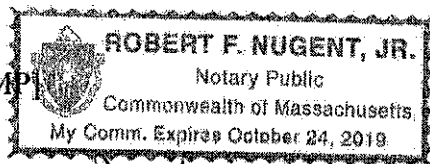
STATE OF MASSACHUSETTS

COUNTY OF BRISTOL

I certify that I know or have satisfactory evidence that JAMES RILEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bay Communications II, LLC to be the free and voluntary act of such party for the uses and purposes mention in the instrument.

Dated: 10/9/14

[STAMP]



[Signature]
Notary Public
My Commission Expires:

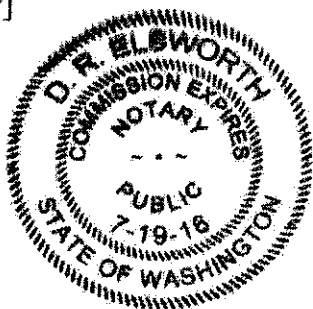
STATE OF Washington

COUNTY OF King

I certify that I know or have satisfactory evidence that Allen Tarrillo is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of Nat. Dev. to be the free and voluntary act of such party for the uses and purposes mention in the instrument.

Dated: 10/17/14

[STAMP]



[Signature]
Notary Public D.R. Elsworth
My Commission Expires: 7/19/16

File 10 days



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

#1611

ORDERED

MUNICIPAL ORDINANCE

CHAPTER

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended as follows:

South Elm Street:

From its intersection with South Prospect Street, westerly for 80 feet, north side

No parking

24 hours

APPROVED AS TO LEGALITY

City Solicitor



Haverhill

Engineering Department, Room 300
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

July 8, 2016

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *South Elm Street – Parking Restriction*

Per the recommendation of the Traffic & Safety Committee, attached is an ordinance for no parking along the frontage of 119 South Elm Street, to improve line of sight.

Please contact me if you have any questions.

Sincerely,


John H. Pettis III, P.E.
City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox, DeNaro



**HAVERHILL
POLICE DEPARTMENT**

40 Bailey Blvd.

Haverhill, Massachusetts 01830

**Alan R. DeNaro
Chief of Police**

**TEL. (978) 722-1502
FAX. (978) 373-3981**

June 6, 2016

Council President John Michitson
Members of the Haverhill City Council
4 Summer Street – Room 204
Haverhill, MA 01830

Re: Traffic & Safety Committee Meeting – June 1, 2016

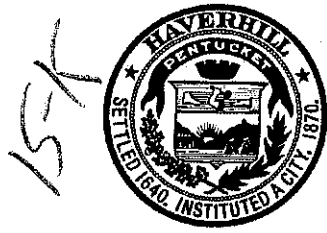
Dear President Michitson & Councilors:

The Traffic and Safety Committee held a meeting on Wednesday, June 1, 2016. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

1. Discussion regarding traffic improvements at So. Elm, So. Prospect and So. Pleasant Streets. After a lengthy discussion it was determined that the Police will continue with enforcement. It is also recommended that a no parking from the corner of So. Prospect extension across the front of 119 South Elm Street ordinance be created. It should be noted that a design for this intersection has been done, but is not funded by the City.
2. Discussion regarding Jordan Street. It was noted that the City is still waiting to hear from the State regarding a truck exclusion.
3. Discussion regarding a request to have Burnham Street made one way coming in from Groveland Street. Also requesting to have a 'Do Not Enter' sign from Lincoln Avenue onto Burnham Street with the entrance closed up to a normal size street exit. After discussion it was determined that the recommendation is to not make any streets one way until a study is done of the entire area. City Engineer John Pettis is in talks with Burger King with reference to close up the entrance of Burnham Street to a normal size street entrance/exit.
4. Discussion regarding the request for a cross walk sign in front of 143 Essex Street. After a discussion it was determined that the committee recommends the Highway Department put up some signs.
5. Discussion regarding the dangerous intersection of White/Charles Street. After discussion it was determined that this intersection should be left alone. It should also be noted that the proper signage is in place.
6. Discussion regarding a possible 4-way stop sign at South New and South Spring Streets. After discussion it was determined that this intersection should be left along and Officer Powell will call the highway department to post slow children signs.
7. Discussion regarding speeding traffic on Chadwick Road. After discussion it was determined that Officer Powell will put up one of the speed limit signs letting people know how fast they are going and will have the Highway Department put up some thickly settled area signs. The Police Department will also step up enforcement in the area. City Engineer John Pettis will also look into a truck exclusion.
8. Discussion regarding speeding cars on North Avenue. It was requested that the speed sign be put back up on North Avenue. It was determined that the speed signs will be placed as the department deems appropriate.

Sincerely,

Anthony Haugh
Deputy Chief of Police



Haverhill

Robert E. Ward, Deputy DPW Director
Water/Wastewater Division
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillwater.com

Date: September 23, 2016

To: James J. Fiorentini
Mayor

From: Robert E. Ward *REW.*
Deputy DPW Director

17.1

Subject: Lake Street Sewer Extension and Water Street Sewer Replacement

Enclosed are two documents along with supporting information for your review and approval. The first document is a loan order to fund a sewer extension along Lake Street and replace a section of sewer along Water Street. The second document is the Order and Schedule of Sewer Assessments for assessing part of the project cost of the Lake Street Sewer extension.

On March 31, 2015, the City Council approved an Order to extend gravity sewer along Lake Street and fund part of the cost by assessing the property owners. In accordance with the Order, the Wastewater Division has completed the design and received bids for construction. The next step is to appropriate funds and order the assessments.

The loan order is for \$343,444.00, and includes the Lake Street project and a sewer project on Water Street. The Lake Street project extends city sewer approximately 450 feet along Lake Street as shown on the enclosed plan. The Water Street Project includes approximately 387 feet of new sewer to replace a badly deteriorated existing sewer.

The Order and Schedule of Sewer Assessments will assess property owners along the Lake Street sewer extension for their share of the project cost. The property owners were surveyed prior to starting this project and agreed to share the project cost via sewer assessment. The assessments range from \$17,096.91 to \$19,672.12 for each property. Enclosed is information about sewer assessments and the property owner's options for payment of the assessment.

If acceptable, please forward the loan order and schedule of sewer assessments to the City Clerk to be placed on the City Council meeting agenda. If you need additional information or have any questions, please email me at rward@haverhillwater.com or call me at (978) 374-2382.

Enclosures (10)

Cc: Charles Benevento, Auditor
Michael Stankovich, Director of Public Works
William Cox, Jr., City Solicitor
Paul Jessel, WWTP Collection System Supervisor
William Pauk, Finance/Project Manager

IN CITY COUNCIL: October 4 2016

CONTINUED TO OCTOBER 18 2016 to COME BACK WITH SCHEDULE OF SEWER ASSESSMENTS AND LOAN ORDER

Attest: 40 South Porter Street, Haverhill, MA 01835-7646 www.ci.haverhill.ma.us

City Clerk

14-6



DOCUMENT 14-F

Backup

CITY OF HAVERHILL

In Municipal Council March 31 2015

ORDERED: That the Wastewater Division, subject to appropriation for design and construction by the Mayor and City Council, extend gravity sewer approximately 450 feet along Lake Street from 625 Lake Street to 629 Lake Street; and

That the City appropriate \$35,000.00 from Wastewater Retained Earnings and transfer it to Upper Lake Street Sewer Betterment capital fund for the purpose of designing of a gravity sewer line located along Lake Street from 625 Lake Street to 629 Lake Street and;

That upon completion of construction, the City assess betterments for a portion of the project cost in accordance with Chapter 208, Article III of the Code of the City of Haverhill.

PASSED Yeas 8, Absent 1

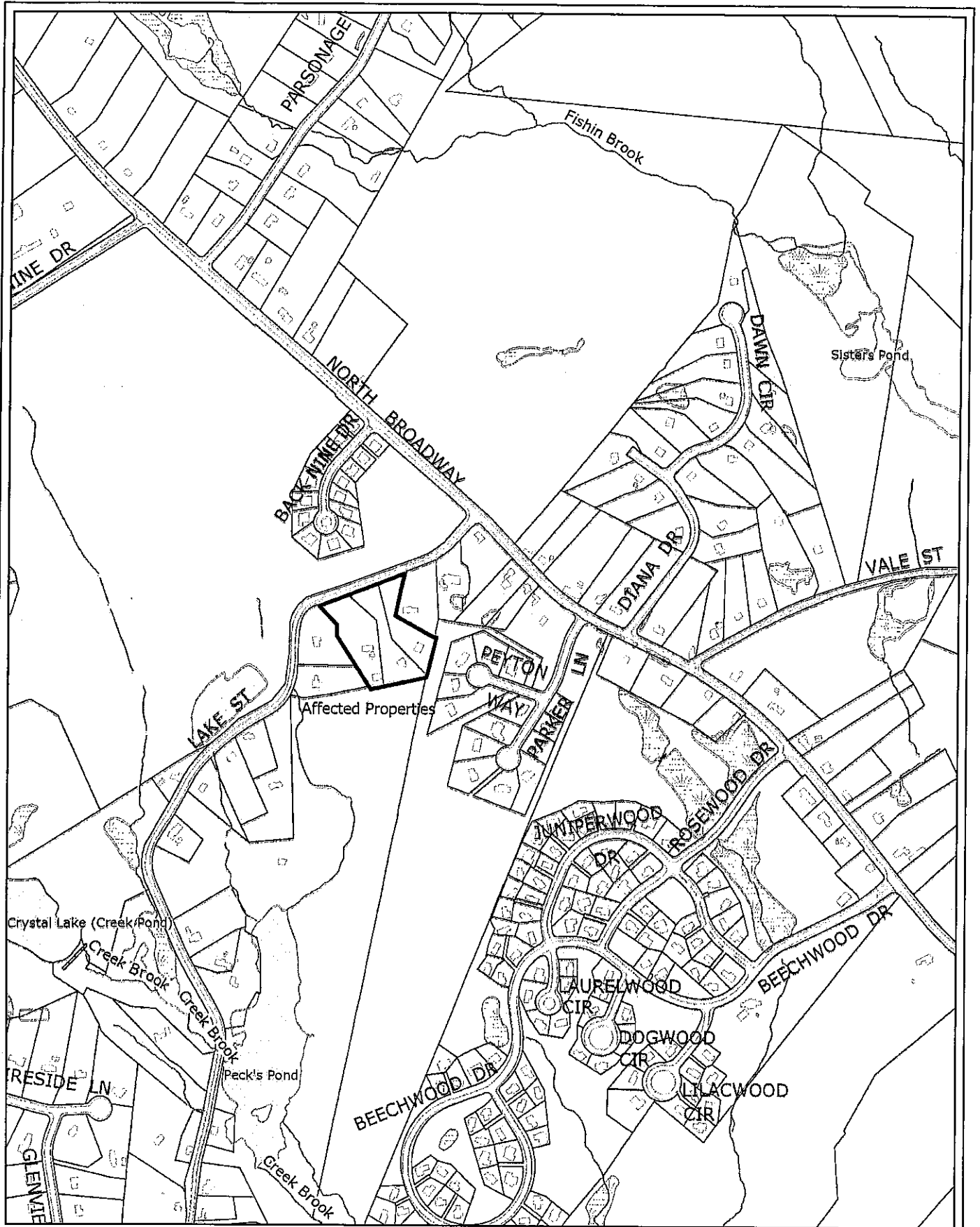
Attest:

City Clerk

APPROVED: April 1 2015

Mayor

True Attest Copy
Linda L. Koutoulas



City of Haverhill, MA

This map was produced from The City of Haverhill's Geographic Information System. The City of Haverhill expressly disclaims any liability that may result from the use of this map.

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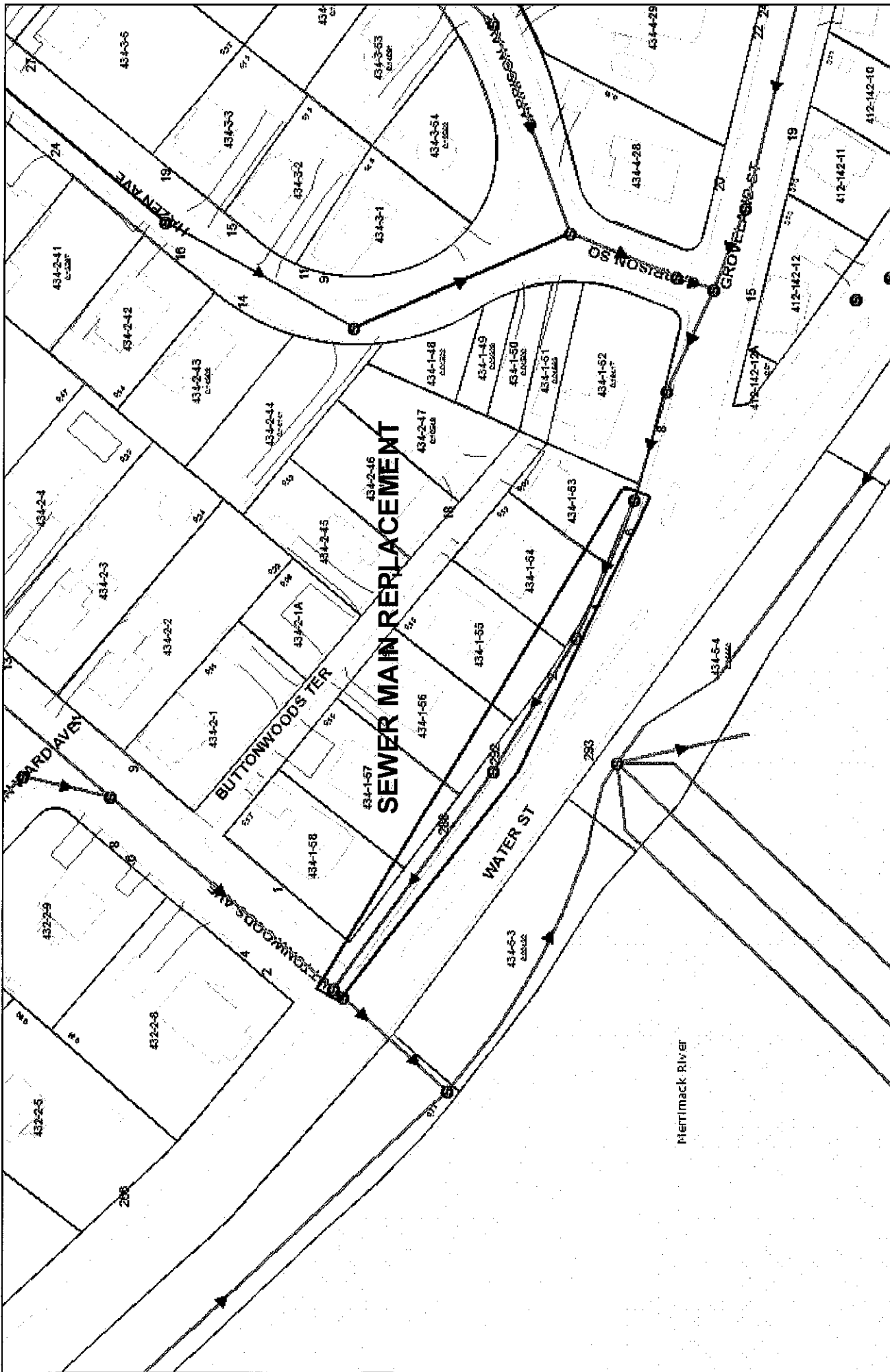
466 311 0 622 Feet




1 inch = 622 feet

Upper Lake St.

Proposed Sewer Extension






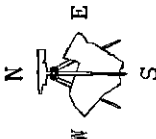
WATER STREET SEWER REPLACEMENT

City Of Haverhill, MA
Engineering --- Division
Date produced: 9/22/2016

1 inch = 88 feet



0 60 120 240 Feet



This map was produced from the City of Haverhill's Geographic Information System. The City expressly disclaims any liability that may result from use of this map.

What you should know about

Sewer Betterments

How they are assessed and your options for paying

The approval of a sewer project for your neighborhood sets in motion a process for ensuring that the bonds authorized for financing the project will be adequately protected. A major source of funds to repay these bonds comes from the "betterments" assessed to homeowners that will benefit from the project. The steps of this process are as follows:

- STEP 1** The City Council adopts an "order of assessments" which describes the area receiving the benefit and contains an estimate of the betterments to be assessed against each parcel.
- STEP 2** "Order of Assessments" is recorded at the Registry of Deeds within 90 days of its adoption. This action creates a lien on the property – *see advice (*) below!!*
- STEP 3** Construction of the project.
- STEP 4** Upon completion of the project, total costs are determined by the City Engineer.
- STEP 5** The City determines "actual" assessments and provides the list to the Assessors Office to prepare the bills and commit them to the Collector's Office.
- STEP 6** Collector sends the bills to the property owners – they may
- pay in full within 30 days with no interest
 - pay part of the bill, apportion the remainder to your tax bill
 - apportion the entire bill to your tax bill for up to 20 years @ 5 percent interest

NOTE ON INTEREST: Interest begins to accrue on the 31st day after the bill is mailed. Apportioned betterments are placed on the third quarter tax bill (mailed in December and due on February 1st) each year thereafter until paid in full. The first year bill will contain from 10 to 22 months of interest, depending on when the bill is originally mailed.

- STEP 7** Abatement Process – Property owners who believe they may be entitled to an abatement should file their request with the City Council within 6 months of the mailing date of the bill.

*** STEP 2 - ADVICE** - *If you refinance your mortgage after the "estimated assessment" is recorded at the Registry of deeds, lenders will most likely require that this lien be satisfied before approving a new mortgage, reducing your proceeds from the refinancing.*

Any questions on this process, please contact the City Treasurer's office.

Treasurer/Tax Collector (978) 374-2320

Neighborhood Sewer Extension Fact Sheet

The purpose of this fact sheet is to provide general information about extending city sewer to neighborhoods not connected to the City's system.

Extending city sewer to a new area involves construction of the city sewer main down the centerline of the street, constructing a sewer service pipe for each building to be connected, plumbing work inside the building to connect the to the new service pipe and abandoning individual septic systems. The installation of the city sewer is heavy construction and will significantly impact traffic, daily neighborhood activities, lawns, etc. until the project is complete. Typically, contractors are required to restore roads, sidewalks, lawns, etc. to their original condition or better.

When complete and a home is connected, the City maintains responsibility for the operation and maintenance of the main line in the street. The homeowner is responsible for their service pipe and connection. The homeowner must also join all sewer users in sharing the cost of operation and maintenance of the city system.

How can sewer be extended to my neighborhood?

The process for extending city sewer to a neighborhood begins by the residents expressing an interest in participating with the City in extending sewer to the area. The City requires 60 percent of the residents in the area, determined by a mailed survey, to be in support of the project. Support of the project includes sharing responsibility with the City for funding the project. The City pays for 55 percent of the project cost while the homeowners are responsible for 45 percent. Homeowners are assessed a sewer betterment to fund their share of the project costs.

In addition to the residents being in support of the project, the City must also appropriate funding for the project. It is important to understand the City has to consider issues of fairness, ability to pay, benefits received, availability of funds and the source of city funding when deciding whether to appropriate funding for a project. These issues are also important factors in determining the cost share between the homeowners and City.

After city funding is appropriated and the City Council adopts an "order of assessments" for the estimated project costs, the project can be designed and constructed. A typical neighborhood sewer can be designed and constructed within 1 to 1½ years after the funding is approved. Homeowners are allowed to connect after the project is completed and accepted by the City. Homeowners are not required to connect and may do so at any time after the project is complete. However, even if you do not connect, you are still required to pay the sewer betterment assessment.

Making the Connection

The City will notify homeowners when the city sewer is ready for homeowners to connect. When the city sewer is installed, a sewer service pipe is installed from the city main to the edge of the pavement for each property. This makes it easier and less expensive for homeowners to connect.

The homeowner is responsible for completing all the steps necessary to connect their house to the city sewer line. In general, the steps include obtaining a sewer connection permit, paying the connection fees, hiring a contractor to install the sewer service, plumbing modifications inside the home, and any requirements related to abandoning a septic system. In some circumstances where the house is lower in elevation than the city sewer, an individual pumping system may be necessary.

Costs to Homeowners

Homeowners are responsible for their share of the project cost (betterment assessment) and the costs associated with their connection to the City system. Connection to the system is optional. The costs include:

1. Betterment assessment (required even if the property does not connect to the sewer system)
2. Cost to install the service pipe (or pump system) from the house to the city system and inside plumbing
3. One-time sewer connection fees
4. Septic system decommissioning
5. Quarterly sewer user rates once hooked up to the system.

Neighborhood Sewer Extension Fact Sheet

Sewer Betterments

Betterment charges are fees assessed on properties that undergo a specific improvement that ultimately improves property values. In Haverhill, for sewer projects, the properties are assessed 45 percent of the project cost and the City pays 55 percent. Betterments are a lien on the property. The property owner is not personally liable for the assessment.

The steps of the assessment process are as follows:

1. The City Council adopts an "order of assessments" which describes the area receiving the benefit and contains an estimate of the betterments to be assessed against each parcel.
2. The "Order of Assessments" is recorded at the Registry of Deeds within 90 days of its adoption. This action creates a lien on the property. If you refinance your mortgage after the "estimated assessment" is recorded at the Registry of Deeds, lenders will most likely require that this lien be satisfied before approving a new mortgage, reducing your proceeds from the refinancing.
3. Project is constructed.
4. The City Engineer determines the total cost of the project upon completion.
5. The City determines "actual" assessments and provides the list to the Assessor's Office to prepare the bills and commit them to the Collector's Office.
6. Collector sends the bills to the property owners – they may
 - Pay in full within 30 days with no interest
 - Pay part of the bill and apportion the remainder to your tax bill
 - Apportion the entire bill to your tax bill for up to 20 years @ 5 percent interest
7. Abatement Process – Property owners who believe they may be entitled to an abatement should file their request with the City Council within 6 months of the mailing date of the bill.

Interest begins to accrue on the 31st day after the bill is mailed. Apportioned betterments are placed on the third quarter tax bill (mailed in December and due on February 1st) each year thereafter until paid in full. The

first year bill will contain from 10 to 22 months of interest, depending on when the bill is mailed.

If you have any questions about this process, please contact the City Treasurer's Office at (978) 374-2320

Sewer Service Connection Fees and Installation Costs

Homeowners are required to pay for cost of the connection from their home to the city's pipe. The cost to connect includes connection fees, the service pipe installation, plumbing modifications and decommissioning of the septic system. The installation and plumbing costs depend on the distance from the home to collection pipes, the status of the home's plumbing, and other factors.

Sewer User Rates

Once a home is connected to the city sewer system, it must join all current users to pay for the annual operating costs of running the system. Sewer bills are based on water meter readings. The current sewer rate is \$3.90 per hundred cubic feet. The average household bill in 2013 for Haverhill is \$73 per quarter. Homes not on city water may be required to install a water meter on their well for determining their sewer bill.



DOCUMENT

15-KK

CITY OF HAVERHILL

In Municipal Council October 4, 2016

17.1.1

ORDERED:

That \$343,444.00 is appropriated to pay costs of planning, engineering and constructing a sewer extension along Lake Street and to pay costs of sewer system repairs on Water Street, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Loan Order

**CITY OF HAVERHILL**

In Municipal Council October 4 2016

17.1.2

ORDERED:

Order and Schedule of Sewer Assessments

That the property and estates named in the following schedule be and are hereby severally charged and assessed in the amount therein names as a reasonable sum for use of the Common Sewer; for the disposal of their Sewerage as determined by the City Council under provisions of Chapter 208, Section 8-10, of the Ordinances relating to Sewers and Municipal Ordinance Document 131 dated August 26, 2003; and is further.

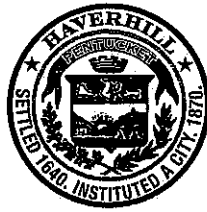
That the Treasurer and Collection of Taxes be and is hereby empowered and authorized and directed to levy and collect each and every of the amount as herein assessed, and in making collection and enforcing payments of said sums they shall exercise the powers conferred by the status of this Commonwealth in such cases made and provided, and be governed thereby, and a certified copy of this order and of said schedule and the powers conferred on them by law in such cases shall be his warrant and authority therefore.

LAKE STREET

A schedule of assessments made by the City Council upon property herein names for use of common sewer wastewater contract number NO: IFB 025.16

Map, Block, Lot	Property Owner	Street No.	Address	Total Assessment	Abated	Amount Paid	Date of Payment
571-2-38A	O'Keefe, Timothy ETUX	629	Lake St	\$18,149.87			
571-2-38B	Lofaro, Piero M	627	Lake St	\$19,672.12			
571-2-38C	Zink, William H ETUX	625	Lake St	\$17,096.01			
Total				\$54,918.00			

To the Treasurer and Collector of taxes of the City of Haverhill: I hereby certify that the foregoing is a true copy of an order with schedule of Assessments for sewer construction attached thereto, duly passed by the City Council of the City of Haverhill.



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

September 30, 2016

City Council President John A. Michitson and Members of the Haverhill City Council

RE: Lake Street Sewer Extension and Water Street Sewer Replacement

Dear Mr. President and Members of the Haverhill City Council:

Attached please find two documents from Robert Ward, Deputy Director of the Haverhill DPW. The first document is a loan order to fund a sewer extension along Lake Street and replace a section of sewer along Water Street. The second document is an order and schedule of sewer assessments for assessing part of the project costs of the Lake Street sewer extension.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

101

Lake Street Construction IFB 025.16

	Costs	
Terratec Construction, Inc.	\$139,351	
Engineering Services	\$14,093	
Construction Contingency (15%)	<u>\$20,903</u>	
Lake Street Project Costs	\$174,346	\$174,346

Water Street Construction IFB 025.16

	Costs	
Terratec Construction, Inc.	\$139,075	
Engineering Services	\$9,161	
Construction Contingency (15%)	<u>\$20,861</u>	
Water Street Project Costs	\$169,097	<u>\$169,097</u>
Total Project Costs:		<u>\$343,443</u>

CONTINUE TO OCTOBER 18 2016 TO COME BACK WITH LOAN ORDER
Attest:

City Clerk

20-15



DOCUMENT 20-J

CITY OF HAVERHILL

In Municipal Council October 4 2016

17.2

~~ORDERED~~
MUNICIPAL ORDINANCE

CHAPTER ~~XXX~~ 255

An Ordinance Relating to Parking (13 1/2 Grove Street—Establish Handicap Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240, Section 85, Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by adding the following:

LOCATION	REGULATION	HOURS/DAYS
13 1/2 Grove Street		
In front of No. 13 1/2 Grove Street except for 1-24 hour handicapped parking space at #13 1/2 Grove Street	No Parking	24 Hours

APPROVED as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

September 29, 2016

2016SEP29PM02333HAU/CITYC

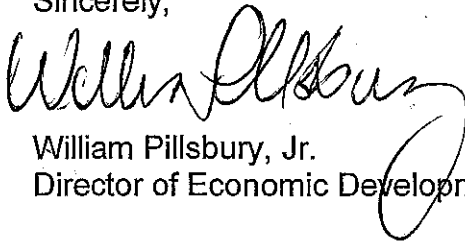
John A. Michitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

**RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT
13 ½ Grove Street**

Dear Council President Michitson & Councilors:

As per your request dated September 28, 2016, along with the request from resident Rodney Ball approved by Chief Alan DeNaro dated 8/31/16 and communication from Officer Powell dated 9/21/16, I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING in front of Number 13 ½ Grove Street.

Sincerely,



William Pillsbury, Jr.
Director of Economic Development & Planning

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LePAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

September 28, 2016

TO: Mr. William Pillsbury
Planning and Development Director

RE: **Document to Establish Handicap Parking Ordinance – 13 ½ Grove St.**


Dear Mr. Pillsbury:

At the City Council meeting held on September 27 2016, the following request for a handicap parking space was approved and submitted by Chief DeNaro:

- Doc. 59-I – 13 ½ Grove Street

Would you kindly prepare the proper documents and place it on the next Council agenda for action. Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,


John A. Michitson, President
Haverhill City Council

JAM/bsa

encl.

c: Mayor James J. Fiorentini
City Councillors
Police Officer Lance Powell

To: Chief Denaro

From: Officer Powell

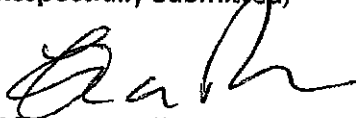
Date: September 21, 2016

Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Rodney Ball of 13 ½ Grove St. He has an active Massachusetts handicap placard issued to him. I have inspected the location and his request is appropriate. He currently has no off street parking. I would recommend that a Handicap parking space be placed in front of his home located at 13 ½ Grove St.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Powell', written over the printed name 'Officer Powell'.

Officer Powell



20.1

Keeping the Lights On After School: A Proclamation

WHEREAS, the citizens of the City of Haverhill stand firmly committed to quality afterschool programs and opportunities because they provide challenging and engaging learning experiences that help children develop social, emotional, physical and academic skills while supporting working families, ensuring their children are safe and productive after the traditional school day ends.

WHEREAS, the City of Haverhill has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults.

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on October 22, 2015, promotes the importance of quality afterschool programs in the lives of children, families and communities.

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school.

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

WHEREAS, the City of Haverhill is committed to investing in the health and safety of all young people by providing afterschool and out-of-school time programs that will help close the achievement gap and prepare young people to compete in the global economy.

WHEREAS, it is important to engage families, schools and communities in advancing the welfare of our children and ensure the lights stay on and the doors stay open for all children after school,

NOW, THEREFORE, I, **James Fiorentini**, Mayor of the City of Haverhill, do hereby proclaim **October 22, 2016**, to be,

Lights On Afterschool Day

And urge all the citizens of Haverhill to take cognizance of this event and participate fittingly in its observance. Given this 18th day of October, in the year two thousand and sixteen, and of the Independence of the United States of America, the two hundred and thirty-ninth.

James J. Fiorentini
Mayor

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
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THOMAS J. SULLIVAN



21,1

CITY HALL, ROOM 204
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citycncl@cityofhaverhill.com

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

MINUTES OF THE CITIZEN OUTREACH COMMITTEE
MEETING HELD ON OCTOBER 12, 2016

A Citizen Outreach Committee Meeting was held on Thursday, October 12, 2016 at 7:00P.M. in the City Council office, Room 204.

Committee Members: Committee Chairperson Melinda Barrett, Councillor Andres Vargas, and Councillor Colin LePage. Councillor Thomas Sullivan was absent.

The following item was discussed:

1. **Doc.# 82**– Communication from Councillor Vargas to introduce Keith Boucher of Urban Kindness to discuss “Pop-Up” City Halls.

There was a discussion about the legality of having a City Council and/or Committee meeting away from City Hall. It was decided that a letter would be sent to Solicitor Cox for a response in case we want to have full Council or Committee meeting off site. Consideration should be given to handicap accessibility, televising of meetings, and quality of audio/video.

A motion was made by Councillor LePage to recommend having an off site full Council meeting at the new HC Media location at Harbor Place. Motion passed.

The Committee recommends that the Mayor reactivate “Pop Up” City Hall and goes out into the neighborhoods. Also, two weeks prior to going to area neighborhood, the City use blackboard social media, posters, leaflets, etc. to notify residents. When the van goes out, department heads or representatives should be on board to meet and help resolve resident issues. Survey the residents who participate for feedback. As an incentive, consider offering ice cream, donuts, etc to reach out to those who otherwise might not attend.

The Pop Up should bring problem solvers to the general public. Councillors could also attend.

Respectfully submitted,

October 14, 2016

Melinda E. Barrett, Chairperson
Citizen Outreach Committee
Haverhill City Council

MEB/bsa

c: Mayor James J. Fiorentini
City Councillors

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15 1/27/16
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16
82-T	Communication from Councillor Vargas requesting to introduce Keith Boucher of Urban Kindness to discuss "Pop-Up" City Halls	Citizen Outreach	8/23/16
96-B	Communication from Councillor LePage requesting discussion regarding local regulations of building permit fees	A & F	9/6/16